



MEETING AGENDA

REGULAR MEETING OF THE VILLAGE BOARD OF TRUSTEES

Tuesday, October 4, 2022

7:00 P.M.

MEMORIAL HALL – MEMORIAL BUILDING

19 East Chicago Avenue, Hinsdale, Illinois

(Tentative & Subject to Change)

1. CALL TO ORDER/ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MINUTES

- a) Regular meeting of September 20, 2022

4. VILLAGE PRESIDENT'S REPORT

5. CITIZENS' PETITIONS* (Pertaining to items appearing on this agenda)

6. FIRST READINGS – INTRODUCTION**

*Items included for First Reading - Introduction may be disposed of in any one of the following ways: (1) moved to Consent Agenda for the subsequent meeting of the Board of Trustees; (2) moved to Second Reading/Non-Consent Agenda for consideration at a future meeting of the Board of Trustees; or (3) referred to Committee of the Whole or appropriate Board or Commission. (Note that zoning matters will not be included on any Consent Agenda; all zoning matters will be afforded a First and a Second Reading. Zoning matters indicated below by **.)*

Zoning & Public Safety (Chair Stifflear)

- a) Approve an Intergovernmental Agreement (IGA) with the Illinois Department of Health and Family Services (IDHFS) regarding participation in the Ground Emergency Medical Transport program (GEMT); **and**
Amend an Ordinance Amending Section 4-1-9 (Ambulance and Life Support Services Fees in Title 4 (Health and Sanitation), Chapter 1 (General Health Regulations), of the Village Code of Hinsdale Relative to Ambulance and Life Support Services Fees
- b) Approve an Ordinance Approving an Exterior Appearance and Site Plan to Allow for Second Floor Window Replacement on an Existing Building – 18 E. Hinsdale Avenue – Zazu Salon & Day Spa**
- c) Approve an Ordinance Approving an Exterior Appearance and Site Plan to Allow for Changes to the Exterior Façade of an Existing Building – 35 E. First Street – Fuller House**

7. CONSENT AGENDA

*All items listed below have previously had a First Reading of the Board or are considered Routine*** and will be moved forward by one motion. There will be no separate discussion of these items unless a*

member of the Village Board or citizen so request, in which event the item will be removed from the Consent Agenda.

Administration & Community Affairs (Chair Posthuma)

- a) Approve payment of the accounts payable for the period of September 10, 2022 through September 28, 2022 in the aggregate amount of \$741,426.75 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk***

Environment & Public Services (Chair Byrnes)

- b) Award year three of contract #1673 for holiday lighting & decorating to McFarlane Douglass & Companies, in the amount of \$32,535 (*First Reading – September 20, 2022*)
- c) Award Bid #1690 – Well #2 Inspection and Repair to Municipal Well & Pump, in the amount of \$104,545 (*First Reading – September 20, 2022*)
- d) Award the 2022 Crack Sealing Program to Denler, Inc. of Joliet, IL in the amount not to exceed \$40,000***

Zoning & Public Safety (Chair Stifflear)

- e) Approve an Ordinance Amending Section 6-12-3 (“Schedule B; Two-way Stop Intersections”) and (Schedule D; Four-way Stop Intersections”) of the Village Code of Hinsdale (*First Reading – September 20, 2022*)
- f) Approve Payment to T-2 Systems, Indianapolis, Indiana in an amount not to exceed \$24,908.38 for citation management software (*First Reading – September 20, 2022*)

8. SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

*These items require action of the Board. Typically, items appearing for Second Reading have been referred for further discussion/clarification or are zoning cases that require two readings. In limited instances, items may be included as Non-Consent items and have not had the benefit of a First Reading due to emergency nature or time sensitivity, or when the item is a referral to another Board or Commission*****

Administration & Community Affairs (Chair Posthuma)

- a) Approve a Resolution Supporting Continued Efforts to Resolve Public Safety Concerns with the SAFE-T Act****
- b) Approve a Resolution Approving and Authorizing Execution of a Lease of Office/Distribution Space at 22 N. Elm Street between HCS Family Services and the Village of Hinsdale, Illinois (*First Reading – October 5, 2021*)

Zoning & Public Safety (Chair Stifflear)

- c) Approve an Ordinance Amending Various Sections in Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing and Parking) of the Village Code of Hinsdale Relative to Parking (*First Reading – September 20, 2022*)
- d) Approve an Ordinance Amending Section 6-12-3 (“Schedule B; Two-way Stop Intersections”) and 6-12-4 (“Schedule IV; Yield Right-of-way Streets”) of the Village Code of Hinsdale (*First Reading – September 20, 2022*)

9. DISCUSSION ITEMS

- a) Tollway update

10. DEPARTMENT AND STAFF REPORTS

a) Community Development

11. REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

12. CITIZENS' PETITIONS* (Pertaining to any Village issue)

13. TRUSTEE COMMENTS

14. CLOSED SESSION– 5 ILCS 120/2(c) (1)/(2)/(3)/(5)/(8)/(11)/(21)

15. ADJOURNMENT

*The opportunity to speak to the Village Board pursuant to the Citizens' Petitions portions of a Village Board meeting agenda is provided for those who wish to comment on an agenda item or Village of Hinsdale issue. The Village Board appreciates hearing from our residents and your thoughts and questions are valued. The Village Board strives to make the best decisions for the Village and public input is very helpful. Please use the podium as the proceedings are videotaped. Please announce your name and address before commenting.

*****The Village Board reserves the right to take final action on an Item listed as a First Reading if, pursuant to motion, the Board acts to waive the two reading policy.***

******Routine items appearing on the Consent Agenda may include those items that have previously had a First Reading, the Accounts Payable and previously budgeted items that fall within budgetary limitations, has been competitively bid or is part of a State Contract, and have a total dollar amount of less than \$100,000.***

*******Items included on the Non-Consent Agenda due to "emergency nature or time sensitivity" are intended to be critical business items rather than policy or procedural changes. Examples might include a bid that must be awarded prior to a significant price increase or documentation required by another government agency to complete essential infrastructure work.***

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to promptly contact Brad Bloom, ADA Coordinator, at 630-789-7007 **or by TDD at 630-789-7022** to allow the Village of Hinsdale to make reasonable accommodations for those persons.

Website <http://villageofhinsdale.org>

VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE REGULAR MEETING
September 20, 2022

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by Village President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, September 20, 2022 at 7:00 p.m., roll call was taken.

Present: President Tom Cauley, Trustees Matthew Posthuma, Laurel Haarlow, Luke Stifflear, Michelle Fisher, Neale Byrnes and Scott Banke

Absent: None

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager Andrianna Peterson, Police Chief Brian King, Finance Director Alison Brothen, Village Planner Bethany Salmon and Village Clerk Christine Bruton

PLEDGE OF ALLEGIANCE

President Cauley led those in attendance in the Pledge of Allegiance.

APPROVAL OF MINUTES

a) **Regular Meeting of September 6, 2022**
Trustee Posthuma moved to **approve the minutes of the regular meeting of September 6, 2022, as amended.** Trustee Banke seconded the motion.

- AYES:** Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes
- NAYS:** None
- ABSTAIN:** Trustee Banke
- ABSENT:** None

Motion carried.

VILLAGE PRESIDENT'S REPORT

President Cauley recognized the work of the Police Department with respect to an incident last Tuesday when a 12-year old was shot in the head on Chicago's west side. A police helicopter tracked the offenders exiting on First Avenue and proceeding westbound on 47th Street. Hinsdale police attempted to stop the car at 47th and County Line Road, pursuit finally terminated on East Avenue in LaGrange. Three people were taken into custody, two have been charged with attempted murder. The quick arrest of these individuals was the result of the decisive action and professionalism routinely exhibited by our Police Department personnel. President Cauley stated the Village Board appreciates our Police Department's commitment to maintaining safety in our community, and is extremely grateful for their fine police work in this case. President Cauley asked that a videotape of Chicago Police Chief of Detectives Brendan Deenihan was played. Chief Deenihan described the incident and the apprehension and thanked Hinsdale

police officers for their work. Three suspects are in custody, but he asked for help from the public for more information on the case.

President Cauley announced the Citizens Police Academy sign up has begun. This is a free 11-week program designed to give residents and citizens working in Hinsdale a better understanding of law enforcement and the Hinsdale Police Department. Classes will be held on Wednesday evenings from September 28 through December 14 beginning at 6:30 p.m. More information is available on the Village website.

The second annual Health and Wellness week begins September 17 through September 25, various vendors will participate and more information is available on the Village website.

President Cauley introduced the subject of the Illinois SAFE-T Act which was passed into law on January 13, 2021, effective January 2023. He is concerned about the increase in crime in Hinsdale. There are more home burglaries, more car thefts, and more criminals coming into our town with guns. The crime in Chicago is out of control. Hinsdale property values are tied to the vibrancy of Chicago, and their issues find their way into the suburbs. He referenced remarks made by the CEO of the McDonald's Corporation who believes the city of Chicago is in crisis, and reported violent crime, homelessness issues and overdoses are happening in their restaurants. Overall crime in the city is up 38% in 2022 over 2021. He also reported the exodus of big companies formerly headquartered in Chicago, including Boeing, Caterpillar, and Citadel.

President Cauley believes the SAFE-T Act contains provisions that will exacerbate crime in Hinsdale, Chicago and all over Illinois. The first provision is for a citation in lieu of an arrest. People yelling in restaurants or someone camped in your front lawn can no longer be removed by the police. The second provision states that detention shall only be imposed for a real and present threat to an individual, or if there is a flight risk.

CITIZENS' PETITIONS

Mr. William Boesen of 717 S. 8th Street, addressed the Board to recommend a traffic study and a stop sign in his neighborhood. He believes there is a public safety concern because of proximity to Madison School and the speed and volume of cars. Police Chief Brian King said they will install counters and check volumes. President Cauley assured Mr. Boesen the Village will look into this.

FIRST READINGS – INTRODUCTION

Environment & Public Services (Chair Byrnes)

- a) **Award year three of contract #1673 for holiday lighting & decorating to McFarlane Douglass & Companies, in the amount of \$32,535**

Trustee Byrnes introduced the item for holiday lighting in the central business district and Memorial Park. Last year the fountain design was updated and well was received. The Economic Development Commission (EDC) has asked for upgrades for this year that were not included in the FY2022 budget. The additional lighting will be over budget. The EDC is funded by food and beverage taxes that are currently trending over budget, and will likely cover the overage.

The Board agreed to move this item to the Consent agenda of their next meeting.

b) Award Bid #1690 – Well #2 Inspection and Repair to Municipal Well & Pump, in the amount of \$104,545

Trustee Byrnes introduced the item to inspect Well #2, and repair if needed. He explained that we need to maintain the three wells as a backup water supply. Inspection and maintenance is done every six years to keep the wells operational. Well #2 was last inspected in 2016. The contractor quoted \$77,000 for the inspection, the remainder would be used if needed for repair. In the past, we have not needed it, but we must take the possibility into account.

President Cauley added that to the extent that we may lose pressure when painting the water tower, we will rely on these wells.

The Board agreed to move this item to the Consent agenda of their next meeting.

PRESENTATION FROM DUPAGE COUNTY STATES ATTORNEY

(Item taken out of order)

President Cauley introduced States Attorney Bob Berlin and added that he had talked about the SAFE-T Act with respect to criminal trespass and detention of people who have committed serious crimes earlier in the meeting.

Mr. Berlin thanked President Cauley and the Board and began his remarks by saying there is a lot of misinformation in the public and he would like to clarify what the Act states and what the implications will be. He said in the cases of Class B and Class C misdemeanors, the police shall issue a citation in lieu of custodial arrest unless the individual is a threat to the community or if there is an obvious mental health or flight risk issue. Unfortunately, there is no definition in the law as to what is an obvious threat to the community. This is causing a great deal of concern, and a number of lawsuits have been filed from different counties to try to get it changed. States Attorneys on both sides of the aisle have provided the language to cure the conflicting provisions of the Act. He believes we need a robust preventative detention statute. He said New Jersey enacted a similar law in 2017, but judges have discretion in each case, and that is what Illinois States Attorneys are asking for here.

With respect to the cash bail law, there are a number of provisions that conflict in the law. Generally, the law states they can detain only when a person is a clear threat to an individual or a flight risk. However, in other limited cases a person can be detained if they are a threat to the community. He described incidents where a person is not a physical threat, as the law stipulates, but a threat nonetheless. Additionally, there are serious felonies where the only way a person can be detained is if they are a flight risk. He pointed out it is rare to be able to prove someone is intentionally planning flight. A record of not showing up to court dates is no longer a factor.

He did point out there are some good provisions in the area of domestic violence. He acknowledged that they do not want to detain because someone can't afford bail, but there has to be a balance between the right of someone to post bail and the safety of the public. Mr. Berlin believes if this law goes into effect it will adversely impact public safety. Following a question from President Cauley, Mr. Berlin confirmed that passing a resolution would be helpful to send a message to lawmakers.

Zoning & Public Safety (Chair Stifflear)

c) Approve an Ordinance Amending Various Sections in Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing and Parking) of the Village Code of Hinsdale Relative to Parking

Trustee Stifflear introduced the item that was a discussion item at the last Board meeting. The Village manages four commuter lots; the Washington lot, the Highlands, West Hinsdale and the Chestnut Street lot. In response to reduced parking demand, and Metra's ridership statistics that are consistent with a 3-day work week, staff is recommending a number of changes regarding rates and times of parking, generally creating consistency with respect to fees and times. The following changes are proposed: the resident-only restriction would be removed for the Washington lot, continue to offer 6-month commuter and merchant permits, convert from merchant to commuter spaces on the north side of the main depot on Burlington Drive, provide commuters the option to pay a daily parking fee using a smart phone application, standardize commuter lot hours, converting 56 of the 82 spaces in the Robbins Park parking lot for use by Hinsdale Central students, and provide for online sales of parking permits.

President Cauley reported he received a call from Community House Executive Director Dan Janowick. Mr. Janowick said the Community House leases 13 spaces in their lot, and is concerned the Village will be doing the same. He offered to stop leasing to Hinsdale Central students, but is concerned about parking overflow for events they conduct during the week. He suggested the Village phase this in. Trustee Haarlow said she has attended events at the Community House during the day where parking has spilled into the surrounding streets. Police Chief King said they have looked at the spillover parking, and it rarely exceeds 26 spaces. President Cauley is in favor of phasing this in.

Trustee Stifflear said we are seeing people coming back to the office, and as a result these new parking regulations might have to change in a few years. He wondered if we make this easier for residents who want daily passes. Trustee Fisher said a lot of folks like the hang tag in the morning rush. Chief King said different day passes would be feasible at the software end, but could create some hurdles for enforcement. He will look into this before the second reading. Discussion followed regarding usage of the lower level of the parking deck. It was noted that Metra required some commuter parking in the parking deck in order to receive funding from them. There were also some questions about the phone app, and a QR code vs. preloading.

The Board agreed to move this forward for a second reading at their next meeting.

d) **Approve an Ordinance Amending Section 6-12-3 ('Schedule B; Two-way Stop Intersections') and (Schedule D; Four-way Stop Intersections') of the Village Code of Hinsdale**

Trustee Stifflear introduced the item that will change a 2-way stop to a 4-way stop at North Oak Street and The Lane. This request originated with area residents and the D181 crossing guard. The Police did a traffic study and determined that 85% of the volume at this intersection is from vehicles going north/south on Oak Street. Historically this has always been the case, and there is no record of why the stop signs were installed as they are. Staff is recommending this intersection be converted to a 4-way stop as it meets the guidelines of the Manual on Uniform Traffic Control Devices (MUTCO).

The Board agreed to move this item to the Consent agenda of their next meeting.

e) **Approve an Ordinance Amending Section 6-12-3 ('Schedule B; Two-way Stop Intersections') and 6-12-4 ('Schedule IV; Yield Right-of-way Streets') of the Village Code of Hinsdale**

Trustee Stifflear introduced the item to convert three intersections from yield signs to 2-way stop signs at Fourth & Bodin (north and southbound), Stough and Fourth (east and westbound), and Third & Park (north and southbound). Review of these intersections was requested by residents, and although the traffic volume is light, there are limited sight lines that warrant the proposed conversion.

In 2021 the Board approved 2-way stop signs at Bruner and Hickory, however due to a driveway on Hickory that is very close to the intersection, Public Services staff installed the two stop signs on Bruner for north/south traffic instead of east/west traffic. This ordinance memorializes this change. Trustee Haarlow described the unusual configuration at this intersection. Chief King stated he would ask Deputy Chief Lillie to change the rationale in the Request for Board action (RBA) memo to match what happened at this intersection. The Board agreed to move this forward for a Second reading at their next meeting.

f) **Approve Payment to T-2 Systems, Indianapolis, Indiana in an amount not to exceed \$24,908.38 for citation management software**

Trustee Stifflear introduced the item to approve a payment for citation management software. This vendor has been the Village provider since 2016. The amount is \$600 more than was budgeted, but there are sufficient funds in the parking account to cover the additional amount. The Board agreed to move this item to the Consent agenda of their next meeting.

CONSENT AGENDA

Administration & Community Affairs (Chair Posthuma)

- a) Trustee Byrnes moved to **Approve payment of the accounts payable for the period of September 1, 2022 through September 9, 2022 in the aggregate amount of \$827,791.18 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

The following items were approved by omnibus vote:

Environment & Public Services (Chair Byrnes)

- b) **Approve an Intergovernmental Agreement (IGA) with the Illinois Tollway Authority to design, construct, and landscape an underground storm water detention system on Tollway owned property located in the 600 block of Harding Road (First Reading – September 6, 2022)**
- c) **Waive the formal bidding process and award the proposal for the scheduled SCADA System upgrades to Concentric Integration in an amount not to exceed \$24,950**
- d) **Approve the proposal from Warehouse Direct Office Interiors for the replacement of Public Services office furniture in the amount of \$23,779.84**

- e) **Award Bid #1689 to National Power Rodding Inc. in the amount of \$54,296.90 and perform additional sewer cleaning, televising, and root cutting services not to exceed the budgeted amount of \$60,000**

Trustee Banke moved to **approve the Consent Agenda, as presented.** Trustee Byrnes seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA – ADOPTION

Administration & Community Affairs (Chair Posthuma)

- a) **Approve the issuance of a blanket purchase order in the amount of \$35,000 to Sportskids Inc. for recreation programming services**

Trustee Posthuma introduced the item explaining that the Parks & Recreation Department uses this company for their recreation programs. Currently, the Village has spent \$15,000, but the fall season is coming and staff anticipates costs will exceed the Village Manager's spending authority. He noted the cost of services are fully offset by program fees.

Trustee Posthuma moved to **Approve the issuance of a blanket purchase order in the amount of \$35,000 to Sportskids Inc. for recreation programming services.** Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Environment & Public Services (Chair Byrnes)

- b) **Waive the competitive bidding process and accept a proposal from Oak Brook Mechanical Services, Inc., in the amount of \$21,890 for an emergency repair to remove and replace the heating and cooling coils in the Memorial Building air handler unit**

Trustee Byrnes introduced the item to authorize payment for the unbudgeted expense of repairs to the heating and cooling system of the Memorial Building. He noted a claim will be submitted for the leaking incident.

Trustee Byrnes moved to **Waive the competitive bidding process and accept a proposal from Oak Brook Mechanical Services, Inc., in the amount of \$21,890 for an emergency repair to remove and replace the heating and cooling coils in the Memorial Building air handler unit.** Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Zoning & Public Safety (Chair Stifflear)

- c) **Approve an Ordinance Approving a Special Use Permit and Concurrent Site Plan and Exterior Appearance Plan Approval to Redevelop an Existing Building with a New Pet Hospital/Veterinary Clinic – Vetchart, LLC - 101 W. Chestnut Street (First Reading – September 6, 2022)**

Trustee Stifflear introduced the item that is a second reading for a new veterinary clinic. He noted there are no residential properties within 250' feet of the proposed business, and there is more than enough parking. On the west side of the building the applicant will construct a loading space, an outdoor animal enclosure, a parklet for employee use, five fiberglass planter boxes, and a dumpster enclosure. Following a public hearing on August 10, the Plan Commission unanimously recommended approval by the Village Board. Board concerns regarding animal relief were addressed at the first reading on September 20.

Trustee Stifflear moved to **Approve an Ordinance Approving a Special Use Permit and Concurrent Site Plan and Exterior Appearance Plan Approval to Redevelop an Existing Building with a New Pet Hospital/Veterinary Clinic – Vetchart, LLC - 101 W. Chestnut Street**. Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

- d) **Approve an Ordinance Creating a New Part II Historic Overlay District (HOD) in Article VIII (Overlay Districts) of the Hinsdale Zoning Code to Establish a Historic Preservation Overlay District, making related Zoning Code Changes, and Amending Various Provisions of Title 14 (Historic Preservation) of the Village Code of Hinsdale relative to the Historic Preservation Overlay District; and**

Approve an Ordinance Amending the Official Zoning Map of the Village of Hinsdale to Create a New Historic Overlay Zoning District (First Reading – September 6, 2022)

Trustee Stifflear introduced the item that will create a Historic Overlay District (HOD) and provide for historic preservation incentives. There were eight Committee of the Whole meetings on this matter from May 2021 to January 2022. The matter was referred to the Plan Commission for a public hearing. At the first reading of this matter, Village Planner Bethany Salmon and Village Attorney Michael Marrs provided a detailed summary of the changes and recommendations. There was no material discussion by the Board at that time.

Trustee Stifflear moved to **Approve an Ordinance Creating a New Part II Historic Overlay District (HOD) in Article VIII (Overlay Districts) of the Hinsdale Zoning Code to Establish a Historic Preservation Overlay District, making related Zoning Code**

Changes, and Amending Various Provisions of Title 14 (Historic Preservation) of the Village Code of Hinsdale relative to the Historic Preservation Overlay District; and Approve an Ordinance Amending the Official Zoning Map of the Village of Hinsdale to Create a New Historic Overlay Zoning District. Trustee Banke seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Trustee Stifflear thanked Ms. Salmon and members of the Historic Preservation Commission for their hard work on this initiative.

DISCUSSION ITEMS

a) **Tollway update**

There is nothing new to report at this time.

b) **Mouse Motors – McLaren Dealership**

Mr. Mike Marzano, representing Mouse Motors, addressed the Board and thanked staff for their help bringing this matter to the Board. The property is located at 2 Salt Creek, and because of zoning requirements regarding parking, they are hesitating to pull the trigger. They want to make a case that the parking required by code would not be necessary, as they are providing parking in a different way.

President Cauley clarified that this is the vacant lot kitty-corner from the Chase Bank. Trustee Stifflear pointed out they would require a map amendment for this location from O-3 to B-3, in addition to the parking deficiency.

Mr. Marzano explained theirs is a changing model for dealerships. There will not be used cars in a parking lot. They want to build a beautiful building to fit in the area. Theirs is a low intensity use, possibly 10 people a day. They are targeting 300 cars sold per year including used vehicles. He believes their business will compliment existing dealerships. He noted that except for the parking, this would be a code compliant project.

President Cauley said that while there is a parking deficiency this is a unique business, not standard retail, and is not contiguous to any residences. He doesn't see a parking deficiency, and believes this is the best revenue for the Village and a low intensity use. He agrees that having more of these kinds of dealerships supports them all.

Trustee Banke pointed out that McLaren is an important name in Formula One racing, and bringing it to our town indicates good things for the age demographic of the community, and is almost a branding move for the Village.

The Board expressed no opposition to this proposal, but President Cauley noted they would have to go through the process. It was confirmed that a traffic study would likely be required by the Plan Commission.

DEPARTMENT AND STAFF REPORTS

No reports.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Posthuma moved to **adjourn the regularly scheduled meeting of the Hinsdale Village Board of Trustees of September 20, 2022.** Trustee Byrnes seconded the motion.

AYES: Trustees Posthuma, Haarlow, Stifflear, Fisher, Byrnes, Banke

NAYS: None

ABSTAIN: None

ABSENT: None

Motion carried.

Meeting adjourned at 8:28 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk



REQUEST FOR BOARD ACTION

Fire Department

AGENDA SECTION: First Read – ZPS
SUBJECT: Approval of an IGA With The Illinois Department of Health and Family Services
MEETING DATE: October 4, 2022
FROM: John Giannelli, Fire Chief

Recommended Motion

Approve an Intergovernmental Agreement (IGA) with the Illinois Department of Health and Family Services (IDHFS) regarding participation in the Ground Emergency Medical Transport program (GEMT); *and*

Approve an Ordinance Amending Section 4-1-9 (Ambulance and Life Support Services Fees in Title 4 (Health and Sanitation), Chapter 1 (General Health Regulations), of the Village Code of Hinsdale Relative to Ambulance and Life Support Services Fees.

Background

GEMT

In 2019, the Illinois General Assembly passed a bill that allows public Ground Emergency Medical Transport entities to participate in the federally funded program known as GEMT. The program provides supplemental federal funding for ALS and BLS emergency ground ambulance service trips under the Medicaid state plan and provides additional reimbursement for unrecovered costs associated with those transports. Through the program, the federal government will pay the State the difference between the set amount for Medicaid transports and the actual costs incurred by the Village to perform the services.

In order to participate in the GEMT program, the Village is required to enter into an IGA and submit an annual Integrated Disclosure and Medicaid Cost Report (IDMCR) to the IDHFS. The Cost Report determines the ambulance rate paid by Medicaid FFS.

Rate Structure Modification

In 2021, the Village budgeted \$415,000 in revenue to offset the cost of providing life support emergency services. The current ambulance billing rates are as follows:

	Resident	Nonresident
Basic life support emergency (BLS)	\$750.00	\$900.00
Advanced life support emergency (ALS-1)	\$850.00	\$1,100.00
Advanced life support emergency (ALS-2)	\$1,000.00	\$1,300.00
Mileage (as measured from the location of the ambulance call to the hospital)	\$10.00 per mile or portion thereof	\$25.00 per mile or portion thereof

Vehicle extrication	\$ 0.00	\$450.00
Advanced life support (ALS) refusal	\$650.00	\$750.00

In addition to participating in the GEMT program, the Fire Department is recommending that the rate structure determined in the annual IDMCR would be provided across all users of the Village's ambulance services. The corresponding proposed amendment to the ambulance billing ordinance incorporates a revised fee structure that is reflected by the annual IDMCR as filed with IDHFS.

Discussion & Recommendation

The Fire Department has completed an analysis of the Fire Department ambulance billing rates in the area for those participating in the GEMT. The average cost as determined by the Integrated Disclosure and Medicaid Cost Report submitted to the Illinois Department of Healthcare and Family Services per call in comparable communities is generally between \$2,000 and \$3,500. While residents will be charged the new rate, the Village will no longer bill the difference between what insurance covers and the state determined fee.

Utilizing the GEMT method for determining ambulance transport fees is recommended by the Fire Department for the following reasons:

- The process used to determine the rate is based on what our actual costs are to provide the service as it includes facility costs, vehicle costs and personnel costs.
- It standardizes our rates, so we are not charging different rates for different payer groups.
- The GEMT rate will be adjusted annually based on annual data submitted to Illinois Department of Healthcare and Family Services, so we will keep pace with the escalating costs of providing ambulance transport services.
- Several of our surrounding municipalities have already adopted this method of establishing ambulance transport fees.
- Continue the practice of balance billing for non-residents, and provide a process for staff to consider appeals or waivers under certain circumstances.

The Village previously had an IGA with Clarendon Hills for ambulance transport services. We have spoken to Clarendon Hills and they have recently passed a resolution to execute a similar IGA with the Illinois Department of Healthcare and Family Services.

The Village Attorney has reviewed the proposed ordinance amendments and IGA and recommends approval.

Budget Impact

The Village received approximately 55% of its payments from Medicare covered transports in 2021 including 26% from private health and auto insurance, 10% from Medicaid, and 10% directly from the patient (uninsured). Our ambulance billing company indicates that a total of 942 ambulance transport services were provided by the Fire Department in 2021 – 352 resident transports and 590 non-resident transports.

In 2021, the Fire Department transported approximately 90 Medicaid patients. Currently, the State reimburses municipalities a set amount for Medicaid transports. Through this program, the federal government will pay the difference between the set amount and the actual costs incurred for the Medicaid transports, based on the annual cost report. Patients are not charged any additional fees if this program is approved. In addition, the Village is not charged any additional fees from our EMS vendor to provide the required documentation.

If approved, the Village will receive reimbursement payments for the transport of these patients. Based on analysis conducted by our EMS billing vendor, the initial total revenue estimates for Medicaid patients are anticipated to be \$161,000 - \$205,400, of which 50% will be remitted to the State of Illinois. The estimated net additional revenue through the GEMT program is anticipated to be approximately \$80,400 - \$102,700.

The amount of increased revenue for transports of those covered by private insurance will vary from year-to-year based on call volume. However, charging those patients the GEMT rate would allow the Village to recapture a greater portion of ambulance related expenses by adjusting the billing rate to more accurately reflect the cost for service.

The new rates are proposed to go into effect on January 1, 2023 or as determined by the state.

Village Board and/or Committee Action

n/a

Documents Attached

1. IGA With the Illinois Department of Healthcare and Family Services
2. Ordinance Amending Title 4, Chapter 1, Section 4-1-9 of the Hinsdale Village Code regarding ambulance fees to be in compliance with the intergovernmental agreement with the Illinois Department of Healthcare and Family Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND
THE VILLAGE OF HINSDALE
2023-2024**

The Illinois Department of Healthcare and Family Services (the "Department" or "HFS") and the Village of Hinsdale, (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the "IGA Act"), hereby enter into this Intergovernmental Agreement (the "Agreement") in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as "Parties" or individually as a "Party."

**ARTICLE I
INTRODUCTION**

1.01 Background. Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq.* (the "Public Aid Code"), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates an emergency ambulance service (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.

1.02 Purpose. In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

1.03 Definitions

- (a) Agent means Managed Care Organizations and Administrative Services Organizations.
- (b) ALS means Advanced Life Support billed under CPT Code A0427.
- (c) BLS means Basic Life Support billed under CPT Code A0429.
- (d) Base Rate means the fee-schedule rate for Provider on the Department's rate sheet for the Provider as of September 30, 2022.
- (e) Covered Ambulance Services or Services means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
- (f) Interim Rate means the payments to Provider for Covered Ambulance Services in addition to the Base Rate and calculated pursuant to Article III.
- (g) Medical Programs means programs administered by the Department under the Public Aid Code, the Children's Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).
- (h) Quarterly Invoice means an itemized statement provided to the Local Government by the Department regarding the agreed upon transfer amount pursuant to Article II.
- (i) Rate Year means calendar year.

ARTICLE II

INTERGOVERNMENTAL AGREEMENT

Page 2 of 5

INTERGOVERNMENTAL TRANSFER

2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.

2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt of the Quarterly Invoice by the Local Government.

ARTICLE III INTERIM RATES FOR SERVICES

3.01 Calculation. The Interim Rate will be determined as follows:

- (a) Department will calculate, using data from each Provider's most recent timely filed approved cost report, Provider's total costs for Covered Ambulance Services.
- (b) Using data from the cost report and the Department's data on Medicaid paid claims for covered ambulance services and provider's charges for those services, the Department will calculate an interim rate for ALS and BLS services that covers the cost above the Base rate for those services.

3.02 Reimbursement. The Department shall pay or cause its agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.

3.03 Cost Reports. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.

3.04 Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

ARTICLE IV TERM

4.01 Term. This Agreement shall commence January 1, 2023, provided Provider's Cost Report was received by the Department on or before October 1, 2022, or on or before such later date as agreed to by the Department, and shall continue in subsequent years provided all program requirements are met until otherwise terminated by the Parties.

ARTICLE V TERMINATION

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

INTERGOVERNMENTAL AGREEMENT

Page 3 of 5

5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

ARTICLE VI MISCELLANEOUS

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

INTERGOVERNMENTAL AGREEMENT

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6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: Mary.Doran@illinois.gov
Kiran.Mehta@illinois.gov

To Local Government: kgargano@villageofhinsdale.org
jgiannelli@villageofhinsdale.org

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

INTERGOVERNMENTAL AGREEMENT

Page 5 of 5

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL GOVERNMENT

SIGNATURE _____

NAME: _____

TITLE: _____

DATE: _____

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

THERESA EAGLESON
DIRECTOR

DATE: _____

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 4-1-9 (AMBULANCE AND LIFE SUPPORT SERVICES FEES IN TITLE 4 (HEALTH AND SANITATION), CHAPTER 1 (GENERAL HEALTH REGULATIONS), OF THE VILLAGE CODE OF HINSDALE RELATIVE TO AMBULANCE AND LIFE SUPPORT SERVICES FEES

WHEREAS, the President and Board of Trustees of the Village of Hinsdale (“Village”) have previously enacted Section 4-1-9 (Ambulance and Life Support Services Fees) of the Village Code of Hinsdale establishing ambulance and life support services fees in the Village; and

WHEREAS, the Village plans to enter into an intergovernmental agreement (IGA) with the Illinois Department of Health and Family Services (IDHFS) regarding participation in the Ground Emergency Medical Transport program (GEMT); and

WHEREAS, the Village President and Board of Trustees find it is appropriate and in the best interests of the Village to amend Section 4-1-9 of the Village Code to allow the Village to be reimbursed for the cost of providing life support transports as determined by the State based on the most recent annual Integrated Disclosure and Medicaid Cost Report (IDMCR) submitted by the Village, as set forth below.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

Section 1: Each whereas paragraph set forth above is incorporated by reference into this Section 1.

Section 2: Section 4-1-9 (Ambulance and Life Support Services Fees), in Title 4 (Health and Sanitation), Chapter 1 (General Health Regulations), of the Village Code of Hinsdale is hereby amended to read in its entirety as follows:

4-1-9: AMBULANCE AND LIFE SUPPORT SERVICES FEES:

Each person receiving ambulance or life support services, or both, from the ~~V~~village shall pay the village fees therefor in accordance with the provisions of this section.

A. Definitions: For the purposes of this section, the following words and phrases shall have the meanings herein ascribed to them:

ALS REFUSAL: A person who has received or accepted advanced life support (ALS) services from ambulance personnel (~~EMT-Bs and/or~~ paramedics); but has refused transportation by ambulance to a hospital.

NONRESIDENT: A person who is not domiciled within the ~~V~~village of Hinsdale or the village of Clarendon Hills.

NONRESIDENT ALS REFUSAL: All persons who are nonresidents of the ~~V~~village of Hinsdale or the village of Clarendon Hills who have received or accepted advanced life

support services from ambulance personnel (~~EMT-Bs and/or~~ paramedics); but have refused transportation by ambulance to a hospital.

NONRESIDENTS TRANSPORTED TO HOSPITAL: All persons who are nonresidents of the ~~Village of Hinsdale or the village of Clarendon Hills~~ who are transported by a fire department operated ambulance from within the limits of the ~~Village of Hinsdale or the village of Clarendon Hills~~ to a hospital or other authorized medical facility for medical care or attention.

PAYMENT: Payment of the ambulance service fee shall be due upon the rendering of an invoice or statement by the Village of its authorized billing and collection service corporation or agent and any policies pertaining thereto.

RESIDENT: A person who is domiciled within the ~~Village of Hinsdale or the village of Clarendon Hills~~.

RESIDENT ALS REFUSAL: All persons who are residents of the ~~Village of Hinsdale or the village of Clarendon Hills~~ who have received or accepted advanced life support services from ambulance personnel (~~EMT-Bs and/or~~ paramedics); but have refused transportation by ambulance to a hospital.

RESIDENTS TRANSPORTED TO HOSPITAL: All persons who are residents of the ~~Village of Hinsdale or the village of Clarendon Hills~~ who are transported by a fire department operated ambulance from within the limits of the ~~Village of Hinsdale or the village of Clarendon Hills~~ to a hospital or other authorized medical facility for medical care or attention.

VEHICLE EXTRICATION: When members of the fire department are required to use hydraulic, gas powered, electric powered, air powered or other specialized rescue equipment to remove a person from a vehicle or other structure.

VILLAGE: The village of Hinsdale, unless otherwise provided.

B. Ambulance Service Fees: Fees for ambulance services and prehospital care provided by the ~~v~~Village's fire department shall be charged to the person receiving said services, or the person's estate, in ~~accordance with the following schedule: the amount approved by the State based on the most recent annual Integrated Disclosure and Medicaid Cost Report (IDMCR) submitted by the Village the previous year to the Illinois Department of Healthcare and Family Services and/or the Federal Centers for Medicare and Medicaid Services reflecting the actual cost incurred for transport of residents and nonresidents, without further action of the Village President and Board of Trustees. Additional fees are as follows:~~

	Resident	Nonresident
Basic life support emergency (BLS)	\$ 750.00	\$ 900.00
Advanced life support emergency (ALS-1)	850.00	1,100.00
Advanced life support emergency (ALS-2)	1,000.00	1,300.00
Mileage (as measured from the location of the ambulance call to the hospital)	\$4025.00 per mile or portion thereof	\$25.00 per mile or portion thereof
Vehicle extrication	\$ 0.00	\$450.00

Advanced life support (ALS) refusal	650.00	750.00
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C. Fee For Nonresident Vehicle Fire: In addition to the fees required pursuant to subsection B of this section, each person who is not a resident of the village and receives a fire department response to extinguish a vehicle fire shall pay the village an additional service fee of four hundred fifty dollars (\$450.00).

D. Fee For Services Provided In Conjunction With Helicopter Transport: In addition to the fees required pursuant to subsections B and C of this section, when the village provides ambulance services to a hospital in conjunction with a helicopter transport, that hospital shall pay to the village a fee of four hundred fifty dollars (\$450.00) for such services.

E. Medicare Coverage: All fees shall be determined pursuant to the schedules set forth in subsections B, C and D of this section, ~~with the exception of ambulance services provided to patients covered under the federal medicare system who shall be billed under the appropriate billing code as provided under the uniform medicare fee schedule for ambulance services,~~ and based on the services provided and applicable mileage.

F. Third Party Insurer: All persons who receive ambulance services from the village and who have insurance coverage which provides for the payment in whole or in part of the ambulance service fee, are covered by a governmental entity program such as ~~medicare~~Medicare that provides for the payment, in whole or in part, of the ambulance service fee, or who have the ability to obtain reimbursement, in whole or in part, of the ambulance service fee from a noninsurance/nongovernmental entity third party, shall upon request of the village, provide the names and addresses of said third party to the village. (The term "third party" shall mean any such insurance company, governmental entity, or other third party as referenced in the foregoing sentence.) The village shall prepare and issue to the third party an invoice for such ambulance service fee in accordance with the ambulance service fee schedule set forth above.

G. Compensation From Third Party: In the event any person who received ambulance services from the village receives compensation from a third party which is allocable to the ambulance service fee, such compensation shall be promptly forwarded by said person to the ~~V~~village. Under no circumstances shall any term or provision of this section adversely affect the rights of the village as set forth in the Illinois health care services lien act, 770 Illinois Compiled Statutes 23/1 et seq., as amended, or any other similar statute. (Ord. O2015-49, 12-8-2015)

Section 3: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 4: Effective Date. This Ordinance shall be in full force and effect on January 1, 2023, or the date on which the State provides the Village with State-approved rates based on the Integrated Disclosure and Medicaid Cost Report (IDMCR) submitted by

the Village, whichever is later, and following its passage, approval, and publication in pamphlet form in the manner provided by law.

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2022, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

This Ordinance was published by me in pamphlet form on the _____ day of _____, 2022.

Christine M. Bruton, Village Clerk



REQUEST FOR BOARD ACTION

AGENDA SECTION: First Reading – ZPS Community Development

SUBJECT: Zazu Salon & Day Spa – 18 E. Hinsdale Avenue – Exterior Appearance and Site Plan Review to allow for the replacement of second floor windows on the existing building located at 18 E. Hinsdale Avenue in the B-2 Central Business District – Case A-18-2022

MEETING DATE: October 4, 2022

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving an Exterior Appearance and Site Plan to Allow for Second Floor Window Replacement on an Existing Building – 18 E. Hinsdale Avenue – Zazu Salon & Day Spa

Application Request

The applicant, Michael Segretto, representing Zazu Salon & Day Spa, requests approval of an Exterior Appearance and Site Plan Review to allow for the replacement of ten (10) second floor windows on the existing two-story building located at 18 E. Hinsdale Avenue. Both buildings at 18 E. Hinsdale Avenue and 16 E. Hinsdale Avenue are currently occupied by Zazu Salon & Day Spa, a beauty salon.

The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and the 2003 Architectural Resources in the Downtown Survey Area. The building features Two-Part Commercial Block architecture in the Prairie School style and was constructed in 1907. The original storefront has been altered over time and all windows appear to have been replaced. The Hinsdale Historical Society provided staff with an exterior photo of the storefront circa 1924 and an interior photo showing the original storefront design estimated to be taken in the 1920s.

Project Description

The applicant is proposing to replace all of the second floor windows on the front (north), side (east), and rear (south) elevations with black aluminum windows. All windows are non-historic windows and were previously replaced. No changes are proposed to the first floor windows or the facade.

All windows to be installed will be black aluminum to be consistent with the black windows previously installed on the first floor storefront on the front façade facing Hinsdale Avenue and the side elevation facing Village Place.

On the front façade, three second floor windows will be replaced. The center window will be replaced with a 71.5” wide and 91” tall window with four divided panes, as shown in Exhibit A. The two top panes are fixed windows and will not open. The two bottom panes will have an awning window design. The two windows on each side of the central window will be replaced with a 35.75” wide and 91” tall window with two divided areas, as shown in Exhibit B. On the side and rear facades, the same replacement window shown in shown in Exhibit B with a top fixed pane and a bottom awning window will be installed on a total of seven windows.

The applicant has informed staff that the windows on the front façade were already ordered as they were not aware that an approval of an Exterior Appearance and Site Plan Review was required to replace the windows.

Discussion & Recommendation

Historic Preservation Commission Meeting – September 7, 2022 – Sam Segretto, the building owner and owner of Zazu Salon & Day Spa, provided an overview of the proposed changes to the building and answered questions from the Commissioners. No public comment was made at the meeting.

Several Commissioners expressed concern over the use of the black color of the windows and noted that black windows on the second floor were not generally consistent with the historic design of buildings in the downtown. This was previously discussed for the project at 14 W. First Street.

Mr. Segretto noted that the proposed color of the windows was intended to make all windows consistent on the entire building and specifically with the existing black storefront system on the first floor. The applicant noted that in the future, they would like to make changes to the storefront and façade, which was completed over 20 years ago. The Commission reviewed the historic photos on file and noted that the majority of the buildings in the surrounding blocks have white second floor windows.

A Commissioner noted that the proposed windows are not standard, traditional double-hung windows and there was a discussion on if a dark color would blend in better with the building. It was also noted that the building directly to the west, also owned by Zazu Salon, has a dark brickmold color, and the building at 33 S. Washington, occupied by Starbucks, has second floor windows with a dark color. After discussion, the Commission determined the use of a dark color in this case could be appropriate.

The Historic Preservation Commission recommended approval of Case A-18-2022, an Exterior Appearance and Site Plan Review to allow for the replacement of the second floor windows on the existing building located at 18 E. Hinsdale Avenue in the B-2 Central Business District for Zazu Salon & Day Spa, by a vote of 4-0 (3 absent), as submitted.

Plan Commission Meeting – September 14, 2022 – Michael and Anthony Segretto, representing Zazu Salon & Day Spa, provided an overview of the proposed changes to the building and answered questions from the Commissioners. No public comment was made at the meeting.

Michael Segretto stated the windows are intended to provide a modern design and continuity to the first floor storefront and windows, which the business intends to make changes to in the future. Some of the proposed windows were ordered prior to their knowledge that they would be required to obtain approval through the Exterior Appearance and Site Plan Review process.

There was a discussion on the design of the windows, where it was confirmed that the top portion is fixed and the bottom portion is an awning window that opens up and outward. The center window on the front façade has a single pane with the extra mullion removed for a cleaner appearance.

Overall, the Commission expressed support for the project. Although one Commissioner commented that they would have preferred that the window color be white along the alley (Village Place), all Commissioners were okay with the black color proposed to tie the proposed second floor windows together visually with the windows on the lower level.

By a vote of five (5) ayes and zero (0) nays, with four (4) absent, the Plan Commission recommended approval of Case A-18-2022, an Exterior Appearance and Site Plan Review to allow for the replacement of second floor windows on the existing building at 18 E. Hinsdale Avenue in the B-2 Central Business District, as submitted.

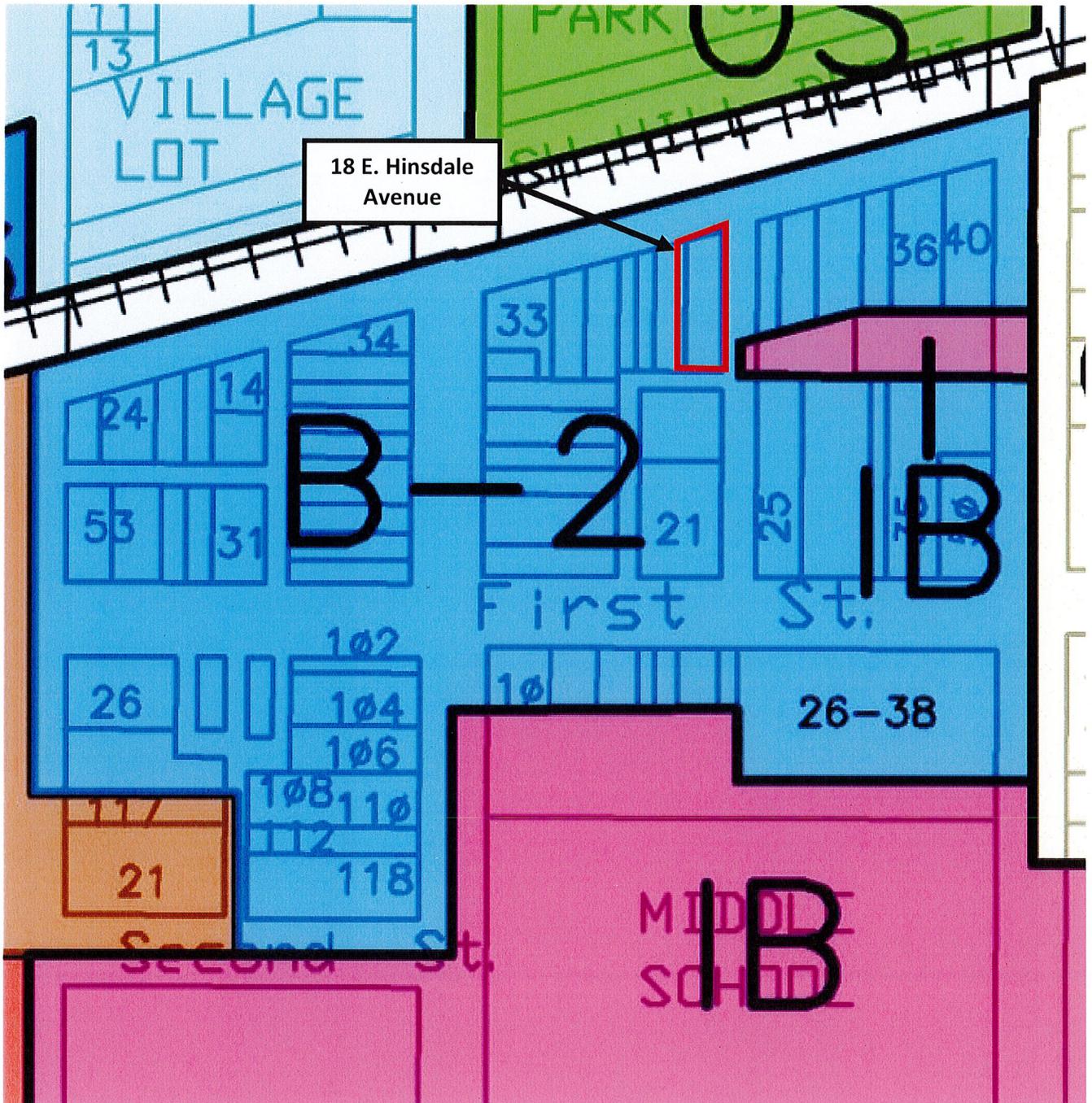
Village Board and/or Committee Action

N/A

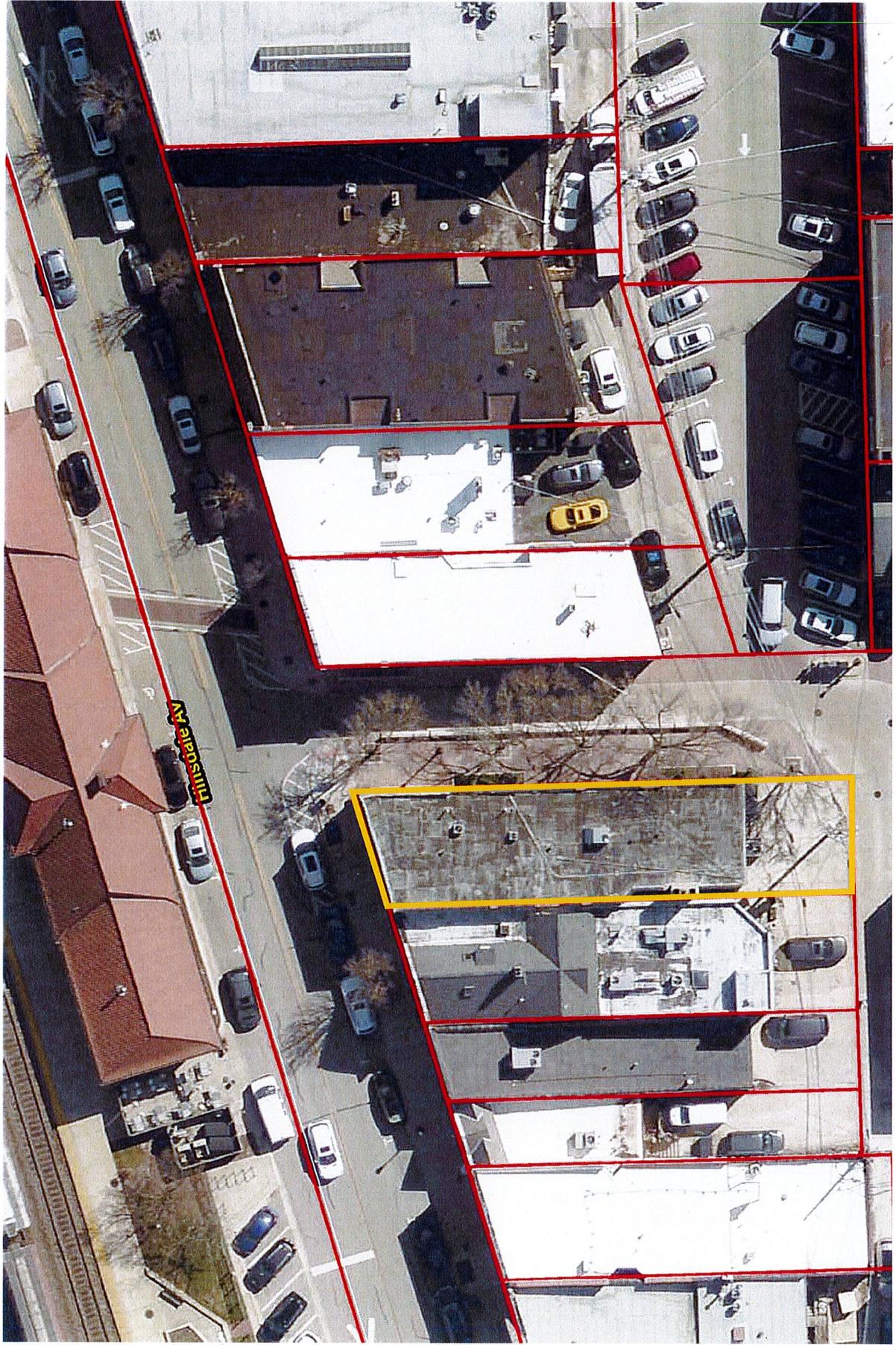
Documents Attached

1. Zoning Map and Project Location
2. Aerial View
3. Birdseye View
4. Street View
5. Downtown Historic District Map
6. National Register of Historic Places Nomination Sheet (2006)
7. Architectural Resources in the Downtown Survey Area Survey Sheet (2003)
8. Historic Photos Provided by the Hinsdale Historical Society
9. Exterior Appearance & Site Plan Review Application and Exhibits
10. Draft Ordinance
11. Draft Plan Commission Findings and Recommendations

Village of Hinsdale Zoning Map and Project Location



Aerial View – 18 E. Hinsdale Avenue



Birds Eye View – 18 E. Hinsdale Avenue



Birds Eye View – 18 E. Hinsdale Avenue



Street View – 18 E. Hinsdale Avenue



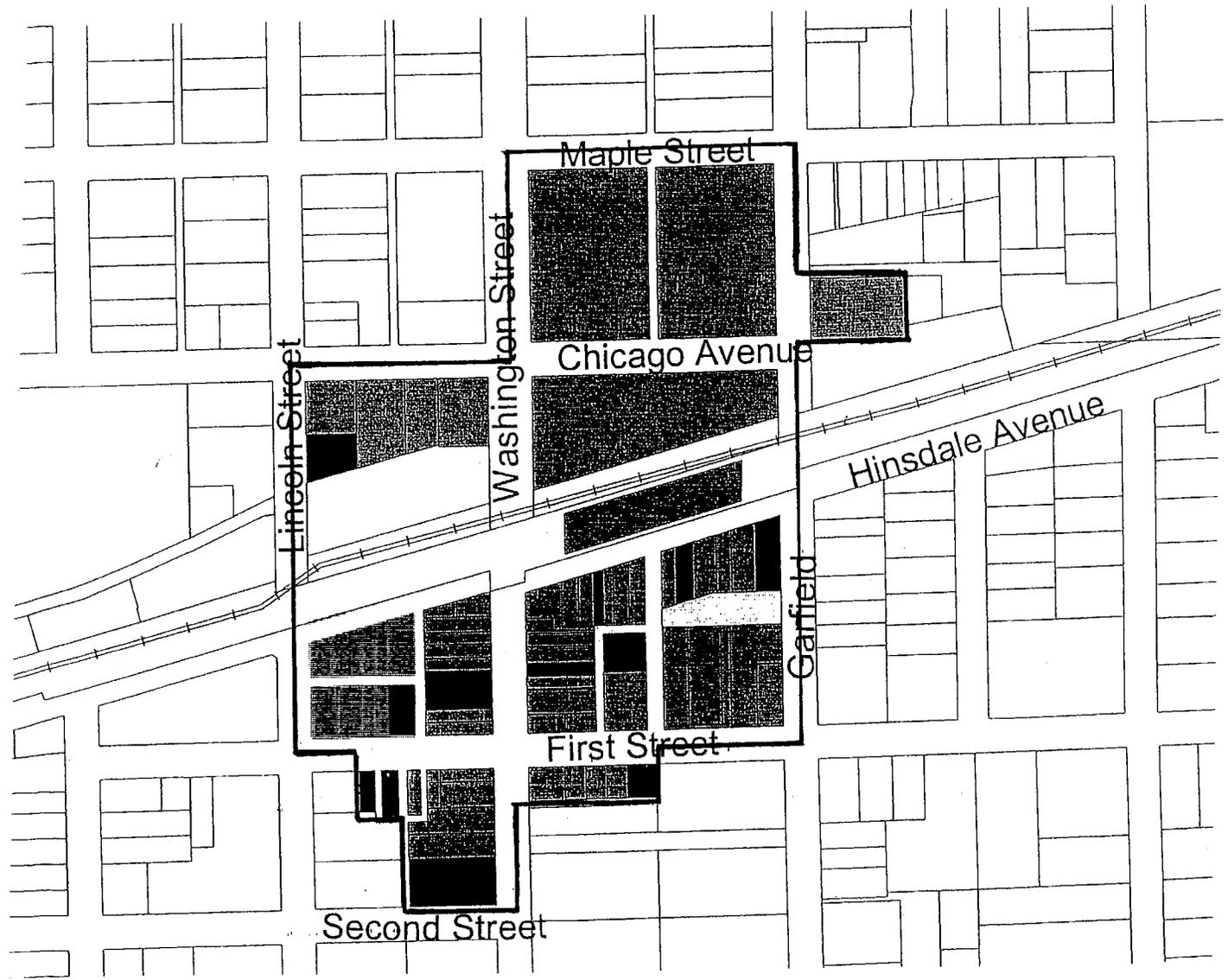
Street View – 18 E. Hinsdale Avenue



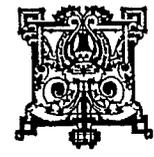
Street View – 18 E. Hinsdale Avenue



MAP OF DOWNTOWN HINSDALE NATIONAL REGISTER HISTORIC DISTRICT



Contributing
Non-Contributing



GRANACKI
HISTORIC CONSULTANTS

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 7 Page 7

Downtown Hinsdale Historic District
Hinsdale, DuPage County, IL

7	W	FIRST	ST	Two Part Commercial Block		1922	C	Reineke, Henry Building		
8	W	FIRST	ST	Two Part Commercial Block	Gable Front	1888	C	Papenhausen Building		
13-15	W	FIRST	ST	Two Part Commercial Block	Renaissance Revival	1895	C	Buchholz Block		
14	W	FIRST	ST	Two Part Commercial Block	Classical Revival	1941	C	John Reineke Building/The Squire Shop	Zook, R. Harold	William Soltwisch & Sons
17	W	FIRST	ST	Two Part Commercial Block	Gable Front	1887	C			
18	W	FIRST	ST	Two Part Commercial Block	Gable Front	1894	NC	Hinsdale Laundry Building		
19	W	FIRST	ST	Two Part Commercial Block	Gable Front	1887	C			
22	W	FIRST	ST	One Part Commercial Block	Colonial Revival	1972	NC	Riccardo's Tailor Shop	Nemoede, Albert	Dressler, Phil & Assoc.
50	S	GARFIELD	ST	Gas Station	Colonial Revival	1929	C	Brewer Brothers Filling Station	Zook, R. Harold	
8	E	HINSDALE	AV	Temple Front	Classical Revival	1910	C	Hinsdale Trust and Savings Bank	Rawson, Lorin A.	Mercury Builders-(1953)
10	E	HINSDALE	AV	Two Part Commercial Block		1920	C	Dieke Building		
12	E	HINSDALE	AV	Temple Front		1909	NC	Western United Gas and Electric Company		
14	E	HINSDALE	AV	One Part Commercial Block	Art Deco	c. 1940	C	LaGrange Gas Company		
16	E	HINSDALE	AV	Two Part Commercial Block	Gable Front	1890	C			
18	E	HINSDALE	AV	Two Part Commercial Block	Prairie School	1907	C	Neidig, Edward F. Building		
21-25	E	HINSDALE	AV	Railroad Station	Renaissance Revival	1898-99	C	Brush Hill Train Station	Krausch, Walter Theodore	Grace & Hyde Company

STREET # 18
 DIRECTION E
 STREET HINSDALE
 ABB AV
 PIN
 LOCAL SIGNIFICANCE RATING C
 POTENTIAL IND NR? (Y or N) N
 CRITERIA
 Contributing to a NR DISTRICT? C
 Contributing secondary structure? -
 Listed on existing SURVEY?



GENERAL INFORMATION

CATEGORY building CURRENT FUNCTION Commerce/Trade - business
 CONDITION good HISTORIC FUNCTION Commerce/Trade
 INTEGRITY minor alterations REASON for SIGNIFICANCE If not for the intrusive storefront alteration that creeps into the 2nd floor level, this Prairie School building would be one of Hinsdale's most distinctive 20th century commercial buildings.
 STOREFRONT INTEGRITY major alterations
 SECONDARY STRUCTURE

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION Two Part Commercial Block PLAN rectangular
 DETAILS Prairie School NO OF STORIES 2
 BEGINYEAR 1907 ROOF TYPE Flat
 OTHER YEAR ROOF MATERIAL Not visible
 DATESOURCE HHS FOUNDATION Not visible
 WALL MATERIAL (current) Brick PORCH
 WALL MATERIAL 2 (current) WINDOW MATERIAL wood
 WALL MATERIAL (original) Brick WINDOW MATERIAL aluminum
 WALL MATERIAL 2 (original) WINDOW TYPE double hung; display
 WINDOW CONFIG 1/1
 SIGNIFICANT FEATURES Three bay façade; stone cornice with corner brackets, ledges, and square panels; 2nd floor windows (north) are surrounded by a panel of brick stretcher and rowlock courses; stone sill that runs under all 2nd floor windows
 ALTERATIONS Storefront has been designed to creep up into 2nd floor level; replacement east side windows and added arched entry; alteration permits in 1946 (\$25,000) & 1950 (\$4,000); 1928 remodeling permit for storefronts and side door (\$500)

**STOREFRONT
FEATURES**

A portion of the cast iron storefront cornice still is visible

**STOREFRONT
ALTERATIONS**

Entire storefront has been reconfigured with non-historic materials (1990s)

HISTORIC INFORMATION

**HISTORIC
NAME**

COMMON NAME Zazu Salon and Day Spa

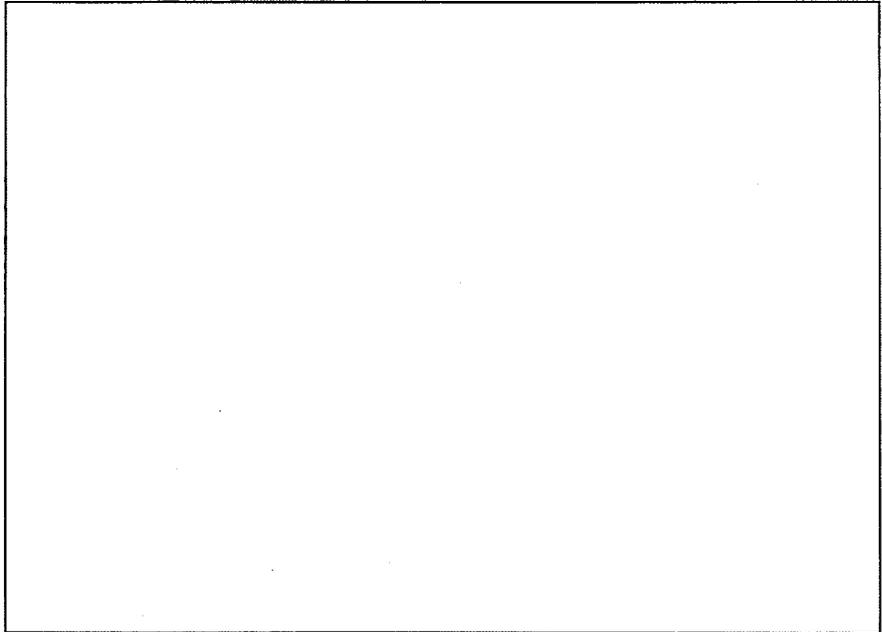
COST

ARCHITECT

ARCHITECT2

BUILDER

**ARCHITECT
SOURCE**



**HISTORIC
INFO**

Many drug store have occupied on the first floor of this building, including the Rexall Drug Store for many years. The second floor acted as a meeting hall during the 1910s (source: Ziegweid).

LANDSCAPE

Midblock on commercial street; next to alley; sidewalks and brick pavers at front; party walls and no setbacks; across from train station and railroad tracks

PHOTO INFORMATION

ROLL1 5

FRAMES1 12

ROLL2

FRAMES2

ROLL3

FRAMES3

DIGITAL PHOTO ID d:\hinsdale018e.j
pg

SURVEY INFORMATION

PREPARER Jennifer Kenny

PREPARER Historic Certification

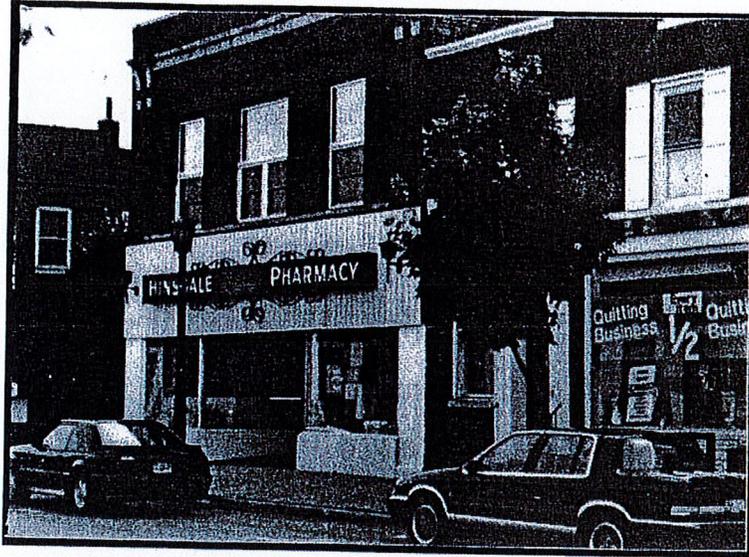
ORGANIZATION Consultants

SURVEYDATE 6/25/03

SURVEYAREA DOWNTOWN

Ziegweid, John T. *Historic Downtown Hinsdale*.
Expansion by Mary Sterling and Architectural Notes by
Bob Dunham. Hinsdale, IL: John T. Ziegweid: 1993.

ys took
sed the
. Harry
he attic



18 EAST HINSDALE AVENUE The Hinsdale Pharmacy

This building was built in 1907 and was improved two years later.

In 1904 John S. Belden bought the underlying land from Henry A. Gardner and sold the property to Frank O. Butler, Paul Butler's father, in 1907.

Frank Butler sold the land and building in 1909 to the Hinsdale Auxiliary Association, the owner of the building until 1927 when Robert E. Oswald bought it. Mr. Oswald was the proprietor of the Blue Lantern Tea Room on South Washington Street. This is just another case of local merchants buying buildings other than those in which they operated.

Subsequent owners of the building were Carl Person; Signa Cederholm and her husband; Goldie Cohen and Tony Blazak; Arthur H. Boettcher and John Diener; Mr. and Mrs. Peter Martell; and the current owners.

Diverse drug stores have occupied the first floor for many years, including Martell's Pharmacy in 1938.

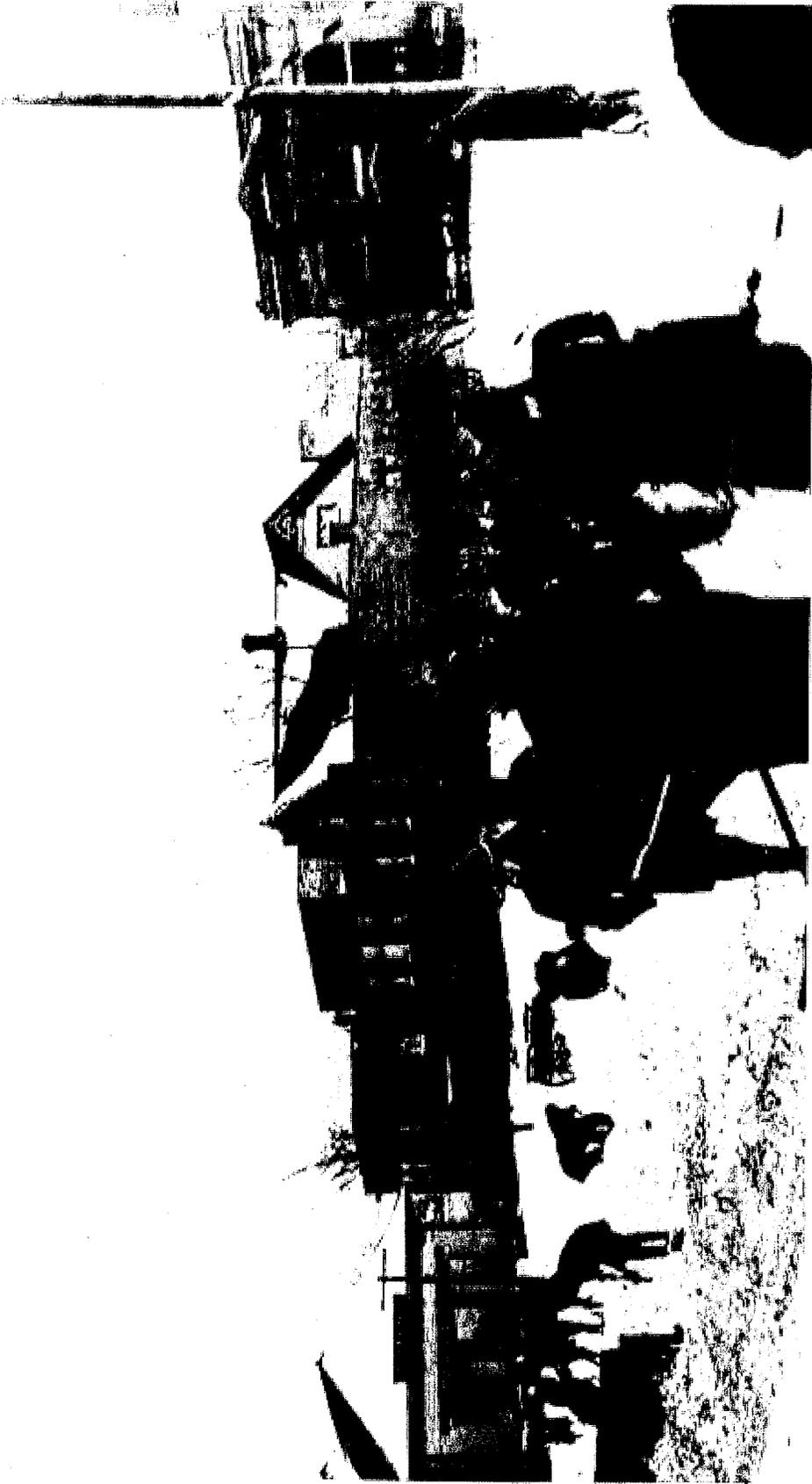
✓ In 1913 Neidig's Lodge Hall, Neidig's Billiard Hall and Barber Shop, Neidig's News Stand and Neidig's Telephone Pay Station were all in this building. Later, the building was home to Archie Boynton's barber shop in the front and, discreetly in the rear, Boynton's pool hall, where the venerable Rem Noble beat Mike Symonds in a pool game.

Bracketed corbel tables and a decorative stone belt course on the attic level of the facade are architectural features of this brick building.

* The Lodge Hall was on the second floor. It was used for meetings and dances.

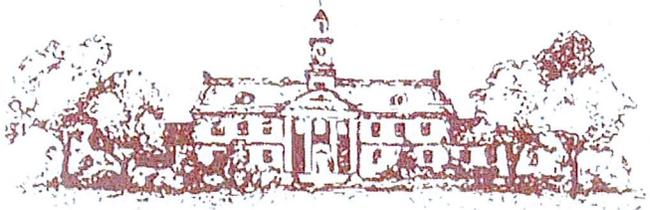
BIG SNOW

HINSDALE AV. ~~WINDY STREET~~



Mc Neal & Brynston





**VILLAGE
OF HINSDALE** FOUNDED IN 1873

**COMMUNITY DEVELOPMENT
DEPARTMENT
EXTERIOR APPEARANCE AND
SITE PLAN REVIEW CRITERIA**

Address of proposed request: 18 E. Hinsdale Avenue, Hinsdale, IL 60521

REVIEW CRITERIA

Section 11-606 of the Hinsdale Zoning Code regulates Exterior appearance review. The exterior appearance review process is intended to protect, preserve, and enhance the character and architectural heritage and quality of the Village, to protect, preserve, and enhance property values, and to promote the health, safety, and welfare of the Village and its residents. Please note that Subsection Standards for building permits refers to Subsection 11-605E Standards and considerations for design permit review.

*****PLEASE NOTE*** If this is a non-residential property within 250 feet of a single-family residential district, additional notification requirements are necessary. Please contact the Village Planner for a description of the additional requirements.**

FEES for Exterior Appearance/Site Plan Review:

Standard Application: \$600.00

Within 250 feet of a Single-Family Residential District: \$800

Below are the criteria that will be used by the Plan Commission, Zoning and Public Safety Committee and Board of Trustees in reviewing Exterior Appearance Review requests. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

1. *Open spaces.* The quality of the open space between buildings and in setback spaces between street and facades.

No change.

2. *Materials.* The quality of materials and their relationship to those in existing adjacent structures.

Proposed windows are an improvement over existing windows. They are more durable and provide greater thermal efficiency to the building to reduce energy consumption.

3. *General design.* The quality of the design in general and its relationship to the overall character of neighborhood.

The proposed window replacement is an improvement consistent with the newest renovated buildings in town (i.e. Burdi). The intent is to create a more consistent storefront with the first floor windows on our building. The proposed windows will not change the existing window opening sizes.

4. *General site development.* The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.
No change.
5. *Height.* The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.
No change.
6. *Proportion of front façade.* The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.
No change.
7. *Proportion of openings.* The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.
No change. The proposed replacement windows will fit into existing window openings.
8. *Rhythm of solids to voids in front facades.* The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.
No change. The proposed replacement windows will fit into existing window openings.
9. *Rhythm of spacing and buildings on streets.* The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.
No change.
10. *Rhythm of entrance porch and other projections.* The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.
No Change.
11. *Relationship of materials and texture.* The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.
Replacing the windows with a darker frame is making the second floor windows more consistent with the first floor windows at our property.

12. *Roof shapes.* The roof shape of a building shall be visually compatible with the buildings to which it is visually related.

Not Applicable

13. *Walls of continuity.* Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.

Not Applicable

14. *Scale of building.* The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.

Not Applicable

15. *Directional expression of front elevation.* The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character.

Not Applicable

16. *Special consideration for existing buildings.* For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.

The windows were previously ordered without knowledge of a required permit. We discovered this when examining quality of the masonry and noting a permit to repair in order to replace the windows. We ask the Plan Commission and Board of Trustees to consider our expense to date with the purchase of the windows when considering our request to approve the change. ■

REVIEW CRITERIA – Site Plan Review

Below are the criteria that will be used by the Plan Commission and Board of Trustees in determining if the application does not meet the requirements for Site Plan Approval. Briefly describe how this application will not do the below criteria. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

Section 11-604 of the Hinsdale Zoning Code regulates Site Plan Review. The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which this code was enacted unless careful consideration is given to critical design elements.

1. The site plan fails to adequately meet specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable.
No change.
2. The proposed site plan interferes with easements and rights-of-way.
No change.
3. The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site.
No change.
4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.
No change.
5. The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably creates hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.
No change.
6. The screening of the site does not provide adequate shielding from or for nearby uses.
No change.
7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.
No change.
8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes inadequate provision for the creation or preservation of open space or for its continued maintenance.
No change.
9. The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community.
No change.

10. The proposed site plan places unwarranted or unreasonable burdens on specified utility systems serving the site or area or fails to fully and satisfactorily integrate the site's utilities into the overall existing and planned utility system serving the Village.

No change.

11. The proposed site plan does not provide for required public uses designated on the Official Map.

No change.

12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.

No change.

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
 19 East Chicago Avenue
 Hinsdale, Illinois 60521-3489
 630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name: Michael Segretto + SALVATORE SEGRETTO

Owner's name (if different): Salvatore Segretto of Bryn Hafod Properties, LLC

Property address: 18 E. Hinsdale Avenue, Hinsdale, IL 60521

Property legal description: [attach to this form]

Present zoning classification: B-2, Central Business District

Square footage of property: 2875.59

Lot area per dwelling: NA

Lot dimensions: 32.31 x 132.1

Current use of property: Existing Beauty Salon

Proposed use:
 Single-family detached dwelling
 Other: No Change Existing Beauty Salon

Approval sought:
 Building Permit Variation
 Special Use Permit Planned Development
 Site Plan Exterior Appearance
 Design Review
 Other: _____

Brief description of request and proposal:

Replacing Existing Windows with Newer More Efficient

Plans & Specifications: [submit with this form]

	Provided:	Required by Code:
Yards:		
front:	_____	_____
interior side(s)	/ _____	/ _____

Provided:

Required by Code:

corner side	_____	_____
rear	_____	_____
Setbacks (businesses and offices):		
front:	_____	_____
interior side(s)	_____ / _____	_____ / _____
corner side	_____	_____
rear	_____	_____
others:	_____	_____
Ogden Ave. Center:	_____	_____
York Rd. Center:	_____	_____
Forest Preserve:	_____	_____
Building heights:		
principal building(s):	_____	_____
accessory building(s):	_____	_____
Maximum Elevations:		
principal building(s):	_____	_____
accessory building(s):	_____	_____
Dwelling unit size(s):	_____	_____
Total building coverage:	_____	_____
Total lot coverage:	_____	_____
Floor area ratio:	_____	_____
Accessory building(s):	_____	
Spacing between buildings: [depict on attached plans]	_____	
principal building(s):	_____	_____
accessory building(s):	_____	_____
Number of off-street parking spaces required:	_____	_____
Number of loading spaces required:	_____	_____

Statement of applicant: *NO CHANGE NOT APPLICABLE*

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By: *Michael Segretto*
Applicant's signature

Michael Segretto
Applicant's printed name

Dated: *July 7th*, 2022.



VILLAGE OF HINSDALE FOUNDED IN 1873

VILLAGE OF HINSDALE COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant
Name: Michael Segretto
Address: 18 E. Hinsdale Avenue
City/Zip: Hinsdale, IL 60521
Phone/Fax: () /
E-Mail: michael@zazu.biz

Owner
Name: Bryn Hafod Properties, LLC
Address: 18 E. Hinsdale Avenue
City/Zip: Hinsdale, IL 60521
Phone/Fax: () /
E-Mail: salvatore@zazu.biz

Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)

Name:
Title:
Address:
City/Zip:
Phone/Fax: () /
E-Mail:

Name:
Title:
Address:
City/Zip:
Phone/Fax: () /
E-Mail:

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)
1) N/A
2)
3)

II. SITE INFORMATION

Address of subject property: 18 E. Hinsdale Avenue, Hinsdale, IL 60521

Property identification number (P.I.N. or tax number): 09 - 12 - 128 - 007

Brief description of proposed project: We seek to replace rotting existing non-historic 2nd floor windows with new energy efficient aluminum windows and attempt to make building more cohesive with 1st floor store front.

General description or characteristics of the site: Existing beauty salon.

Existing zoning and land use: B2 Existing Beauty Salon

Surrounding zoning and existing land uses:

North: B2

South: B2

East: B2/IB

West: B2

Proposed zoning and land use: No Change

Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Site Plan Approval 11-604 | <input type="checkbox"/> Map and Text Amendments 11-601E
Amendment Requested: _____
_____ |
| <input type="checkbox"/> Design Review Permit 11-605E | |
| <input checked="" type="checkbox"/> Exterior Appearance 11-606E | <input type="checkbox"/> Planned Development 11-603E |
| <input type="checkbox"/> Special Use Permit 11-602E
Special Use Requested: _____
_____ | <input type="checkbox"/> Development in the B-2 Central Business District Questionnaire |

TABLE OF COMPLIANCE

Address of subject property: 18 E. Hinsdale Avenue

The following table is based on the 82 Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)		
Minimum Lot Depth		
Minimum Lot Width		
Building Height		
Number of Stories		
Front Yard Setback		
Corner Side Yard Setback		
Interior Side Yard Setback		
Rear Yard Setback		
Maximum Floor Area Ratio (F.A.R.)*		
Maximum Total Building Coverage*		
Maximum Total Lot Coverage*		
Parking Requirements		
Parking front yard setback		
Parking corner side yard setback		
Parking interior side yard setback		
Parking rear yard setback		
Loading Requirements		
Accessory Structure Information	↓	↓

* Must provide actual square footage number and percentage.

NO CHANGE

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: No Change

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.
- B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:
 - 1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
 - 2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
 - 3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
 - 4. Location, size, and arrangement of all outdoor signs and lighting.
 - 5. Location and height of fences or screen plantings and the type or kind of building materials or plantings used for fencing or screening.
 - 6. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
 - 7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.
- C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;
- D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and
- E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.
- F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

On the 22nd day of July, 2022, I/We have read the above certification, understand it, and agree to abide by its conditions.

[Signature]
Signature of applicant or authorized agent

MICHAEL SEGRETO
Name of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 22 day of
July, 2022.

[Signature]
Notary Public
4



VILLAGE OF HINSDALE

CERTIFICATION OF PROPER NOTICE

REGARDING APPLICATION FOR PUBLIC HEARINGS AND MEETINGS

I, Michael Segretto, being first duly sworn on oath, do hereby certify that I caused written notice of the filing of my application for a public hearing and or meeting to be given to owners of record of property within 250 feet of any part of the subject property. I further certify that I gave such notice in the form required by the Village (Certified Mail) and that I gave such notice on _____.

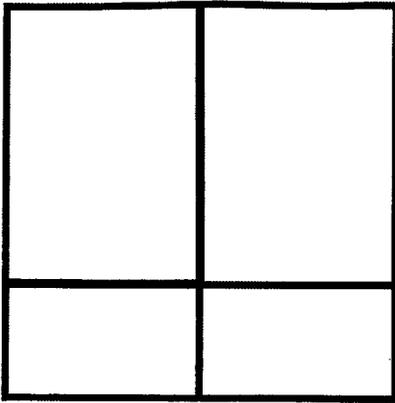
Attached is a list of all of the addresses of property to whom I gave such notice and the receipts of mailings.

By: _____
Name: _____
Address: _____
per Bethany Salzman

Subscribed and sworn to before me

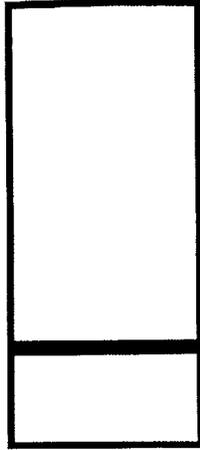
This _____ day of _____, _____.

By: _____
Notary Public



4 window mull unit
climateguard
aluminum
W 71.5 x H 91 exact
size
awning black (bottom)
W 35.75 x H 21 (qty:2)
picture black (top)
W 35.75 x H 70 (qty:2)
double pain glass with
low-e and argon
Qty:1 unit

EXHIBIT A



2 window mull unit
climateguard
aluminum
W 35.75 x H 91 exact
size
awning black (bottom)
W 35.75 x H 21
picture black (top)
W 35.75 x H 70
double pain glass with
low-e and argon

Qty: 9

EXHIBIT B



EXHIBIT B

EXHIBIT A



ALL WINDOWS ON EAST ELEVATION + SOUTH ELEVATION
WILL BE EXHIBIT B

CLIMATEGUARD[®] PRIMEALUMINUM

FEATURES & BENEFITS

PrimeAluminium windows are ideal for modern spaces because of their lightweight, narrow, and strong frame. Although less thermally efficient than vinyl, PrimeAluminium windows provide strength and impact resistance while maximizing views with narrower frame lines.



THERMAL EFFICIENCY

Effective thermal break



STRUCTURAL DURABILITY

Better impact testing
Better flexibility



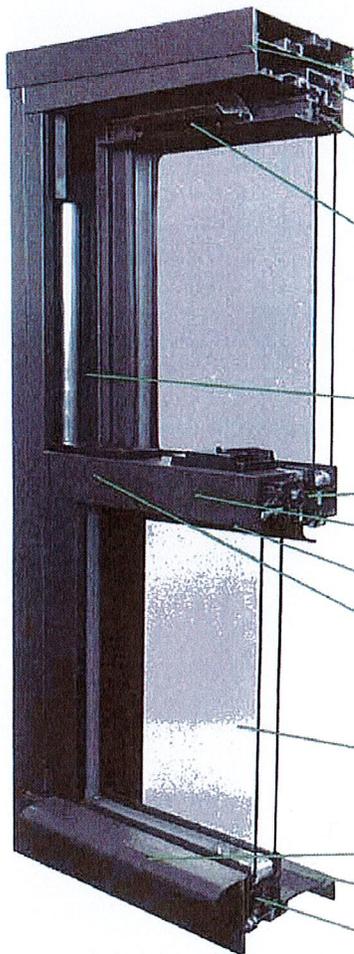
WEATHER RESISTANCE

Resistant to water & light
Superior color retention



DESIGN CUSTOMIZATION

Solid powder coated colors



PrimeAluminium Double Hung Shown



High grade aluminum for strength and durability



Adjustable expander cap



Thermal break on main frame and sashes



3/4" hermetically sealed thermal glass unit



Top Sash Security Lock



Spiral balance system



Interlocking sash meeting rails



Five maintenance-free frame colors available



Tilt-in or removable sashes



Double limit lock for safety and security



Marine glazing with other glass options available



Sloped sill for easy water run-off



Stepped jamb construction



Wool pile with fin seal weather stripping

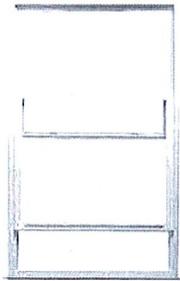


CLIMATEGUARD[®]

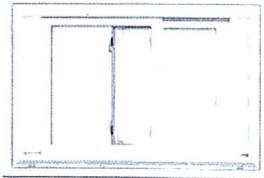
(773) 278-3600

WWW.CLIMATEGUARDWINDOWS.COM

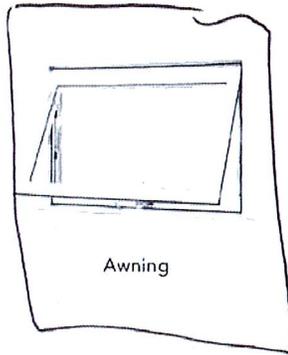
CLIMATEGUARD[®] PRIMEALUMINUM



Double Hung



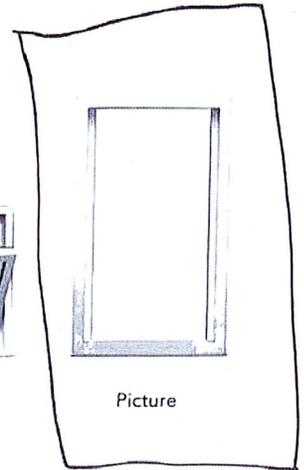
2-Lite Slider
3-Lite Slider



Awning



Hopper



Picture

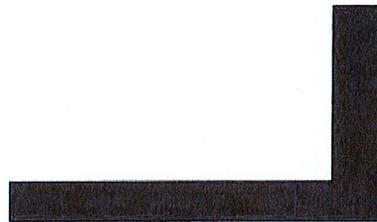
COLOR & FINISH OPTIONS

The PrimeAluminum Window series features five maintenance-free, high-performance stock frame colors.

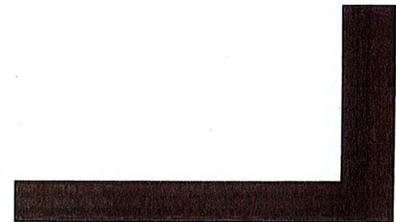
STOCK ALUMINUM EXTRUSIONS



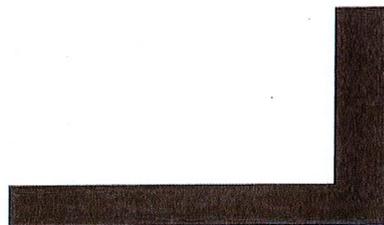
White



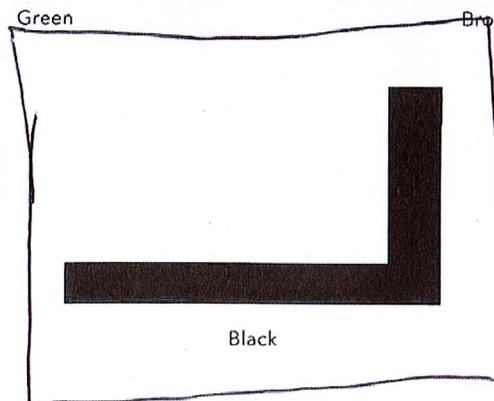
Green



Brown



Bronze



Black



PRIME ALUMINUM DOUBLE HUNG WINDOW

PERFORMANCE GLASS PACKAGES	USHIELD PRO	USHIELD PLUS
	ESSENTIAL WEATHER PROTECTION	SUPERIOR ENERGY EFFICIENCY
	GOOD	BEST
THERMAL PERFORMANCE		
COST	\$	\$\$
CARDINAL GLASS	 DOUBLE COATED LOE ² -270, CLEAR	 DOUBLE COATED LOE ² -270, EPS LOE
GLASS UNIT	 3/4" DOUBLE PANE	 3/4" DOUBLE PANE
GAS FILL	 ARGON	 ARGON
SPACER SYSTEM	 INTERCEPT WARM EDGE	 INTERCEPT WARM EDGE

NEAT GLASS, TEMPERED, FROSTED, LAMINATED GLASS & OTHER OPTIONS AVAILABLE



(773) 278-3600
WWW.CLIMATEGUARDWINDOWS.COM

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE PLAN AND SITE PLAN TO ALLOW FOR SECOND FLOOR WINDOW REPLACEMENT ON AN EXISTING BUILDING – 18 E. HINSDALE AVENUE – ZAZU SALON & DAY SPA

WHEREAS, Michael Segretto, owner of Zazu Salon & Day Spa (the “Applicant”), has submitted an application (the “Application”) seeking exterior appearance and site plan approval for the replacement of ten (10) second floor windows on the existing two-story building located at 18 E. Hinsdale Avenue (the “Subject Property”) in the B-2 Central Business Zoning District. Proposed improvements include the replacement of ten (10) second floor windows on the front (north), side (east) and rear (south) elevations with black aluminum windows (collectively, the “Proposed Improvements”). The Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof. The Proposed Improvements are depicted in the Exterior Appearance and Site Plans attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the Subject Property is currently improved with a two-story commercial building. The building is classified as a Contributing Structure in the Downtown Hinsdale National Register Historic District. Zazu Salon & Day Spa is currently operating on the Subject Property; and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Hinsdale Zoning Code (“Zoning Code”), as amended; and

WHEREAS, on September 14, 2022, the Plan Commission of the Village of Hinsdale reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

WHEREAS, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the proposed Exterior Appearance and Site Plan on a vote of five (5) ayes, and zero (0) nays, with four (4) absent, as set forth in the Plan Commission’s Findings and Recommendation in this case (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit C** and made a part hereof; and

WHEREAS, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards established in subsection 11-604F of the Zoning Code governing site plan review, and the standards established in subsection 11-606E of the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit C** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

SECTION 3: Approval of Exterior Appearance and Site Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Exterior Appearance and Site Plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions set forth in Section 4 of this Ordinance.

SECTION 4: Conditions on Approvals. The approvals granted in Section 3 of this Ordinance are expressly subject to all the following conditions:

- A. **Compliance with Plans.** All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 5: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 6: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any

section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict are hereby repealed.

SECTION 7: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2022, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

By: _____

Its: _____

Date: _____, 2022

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

THE EAST HALF OF LOT 1 (EXCEPT THAT PART TAKEN FOR HINSDALE AVENUE) IN ROTH'S SUBDIVISION OF LOTS 2, 5, 6, 9 AND 10 IN BLOCK 2 OF THE TOWN OF HINSDALE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ROTH'S RESUBDIVISION RECORDED OCTOBER 22, 1872 AS DOCUMENT 15636, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-12-128-007-0000

COMMONLY KNOWN AS: 18 E. HINSDALE AVENUE, HINSDALE, IL 60521

EXHIBIT B

APPROVED EXTERIOR APPEARANCE AND SITE PLANS

(ATTACHED)

EXHIBIT C

FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION

(ATTACHED)

**FINDINGS OF FACT AND RECOMMENDATION
OF THE HINSDALE PLAN COMMISSION
TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES**

APPLICATION: Case A-18-2022 – 18 E. Hinsdale Avenue – Zazu Salon & Day Spa – Exterior Appearance and Site Plan Review to allow for the replacement of second floor windows on the existing building located at 18 E. Hinsdale Avenue in the B-2 Central Business District

PROPERTY: 18 E. Hinsdale Avenue (PIN: 09-12-128-007)

APPLICANT: Michael Segretto, Zazu Salon & Day Spa

REQUEST: Exterior Appearance and Site Plan Review

PLAN COMMISSION (PC) REVIEW: September 14, 2022

BOARD OF TRUSTEES 1ST READING: October 4, 2022

SUMMARY OF REQUEST: The Village of Hinsdale received an application request from Michael Segretto, representing Zazu Salon & Day Spa, requesting approval of an Exterior Appearance and Site Plan Review to allow for the replacement of ten (10) second floor windows on the existing two-story building located at 18 E. Hinsdale Avenue.

The applicant is proposing to replace all of the second floor windows on the front (north), side (east), and rear (south) elevations with black aluminum windows. All windows are non-historic windows and were previously replaced. No changes are proposed to the first floor windows or the facade.

Both buildings at 18 E. Hinsdale Avenue and 16 E. Hinsdale Avenue are currently occupied by Zazu Salon & Day Spa, a beauty salon. The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and the 2003 Architectural Resources in the Downtown Survey Area. The building features Two-Part Commercial Block architecture in the Prairie School style and was constructed in 1907. The original storefront has been altered over time and all windows appear to have been replaced. The Hinsdale Historical Society provided staff with an exterior photo of the storefront circa 1924 and an interior photo showing the original storefront design estimated to be taken in the 1920s.

HISTORIC PRESERVATION COMMISSION MEETING SUMMARY: The project was reviewed at a public meeting at the Historic Preservation Commission on September 7, 2022. Sam Segretto, the building owner and owner of Zazu Salon & Day Spa, provided an overview of the proposed changes to the building and answered questions from the Commissioners. No public comment was made at the meeting.

Several Commissioners expressed concern over the use of black color of the windows and noted that black windows on the second floor were not generally consistent with the historic design of building in the downtown. This was previously discussed for the project at 14 W. First Street.

Mr. Segretto noted that the proposed color of the windows was intended to make all windows consistent on the entire building and specifically with the existing black storefront system on the first floor. The applicant noted that in the future, they would like to make changes to the storefront and façade, which was completed over 20 years ago. The Commission reviewed the historic photos on file and noted that the majority of the buildings in the surrounding blocks have white second floor windows.

A Commissioner noted that the proposed windows are not standard, traditional double-hung windows and there was a discussion on if a dark color would blend in better with the building. It was also noted that the building directly to the west, also owned by Zazu Salon, has a dark brickmold color, and the building at 33 S. Washington, occupied by Starbucks, has second floor windows with a dark color. After discussion, the Commission determined the use of a dark color in this case could be appropriate.

The Historic Preservation Commission recommended approval of Case A-18-2022, an Exterior Appearance and Site Plan Review to allow for the replacement of the second floor windows on the existing building located at 18 E. Hinsdale Avenue in the B-2 Central Business District for Zazu Salon & Day Spa, by a vote of 4-0 (3 absent), as submitted.

PLAN COMMISSION PUBLIC MEETING SUMMARY AND FINDINGS: On September 14, 2022, the request for approval of an Exterior Appearance and Site Plan Review was reviewed at a public meeting by the Plan Commission. Michael and Anthony Segretto, representing Zazu Salon & Day Spa, provided an overview of the proposed changes to the building and answered questions from the Commissioners. No public comment was made at the meeting.

Michael Segretto provided an overview of the proposed changes to the second floor windows and answered questions from the Commissioners. Mr. Segretto stated the windows are intended to provide a modern design and continuity to the first floor storefront and windows, which the business intends to make changes to in the future. Some of the proposed windows were ordered prior to their knowledge that they would be required to obtain approval through the Exterior Appearance and Site Plan Review process.

There was a discussion on the design of the windows, where it was confirmed that the top portion is fixed and the bottom portion is an awning window that opens up and outward. The center window on the front façade has a single pane with the extra mullion removed for a cleaner appearance.

Commissioner Moore stated he was okay with the proposed design and congratulated the business on being open for over 40 years in Hinsdale.

Commissioner Crnovich stated she liked the new windows, but would have preferred that the color would have stayed white along the alley (Village Place), which was noted by one of the Commissioners at the prior Historic Preservation Commission meeting.

Commissioner Krillenberger stated he had no comments on the windows and asked if the applicant owned 16 E. Hinsdale Avenue. Commissioner Krillenberger noted that he used to rent space in that building, which was prior to Zazu purchasing the building.

Commissioner Curry stated that the windows will look great and asked for clarification on if the windows were double hung windows or awning windows. It was clarified that the lower portion of the windows will be awning windows and there was a brief discussion on the design.

Commissioner Curry also stated she is anxious to see the future changes proposed to the façade of the building. Mr. Segretto stated they will work with the Village on the proposed changes in the future and that the improvements will update their façade that is over twenty (20) years old. It was noted that this is a prominent, highly-visible building near the train station with a lot of nearby traffic.

Chairman Cashman expressed support for the proposed windows and stated the current windows distract from the look of the building. The proposed second floor windows will tie the building together visually with the windows on the lower level.

In recommending approval of the Exterior Appearance and Site Plan Review, the Plan Commission determined the standards set forth in Section 11-604(F) and Section 11-606(F) of the Village's Zoning Code have been met. Overall, the Commission expressed support for the project, noting that the proposed changes would be an improvement to the existing conditions.

Commissioners noted that proposed plans met several of the standards for approval identified in the Zoning Code. The proposed second floor windows did not appear to negatively impact the building and historic façade and the proposed improvements were respectful to the character of the existing historic building. Several Commissioners noted that the project utilized a high quality design that would be visually compatible and consistent with the building (Section 11-605(E)(1) and (2)).

No members of the public provided comment at the meeting. Staff did not received complaints or negative feedback from members of the public prior to the meeting.

A motion to approve the Exterior Appearance and Site Plan Review was made by Commissioner Crnovich and seconded by Commissioner Krillenberger. The vote carried by a roll call vote as follows:

- AYES:** Commissioners Crnovich, Curry, Krillenberger, Moore, and Chairman Cashman
- NAYS:** None
- ABSTAIN:** None
- ABSENT:** Commissioners Fiascone, Hurley, Jablonski, Willobee

RECOMMENDATIONS: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of five (5) ayes and zero (0) nays, with four (4) absent, recommended to the President and Board of Trustees approval of Case A-18-2022, an Exterior Appearance and Site Plan Review to allow for the replacement of second floor windows on the existing building at 18 E. Hinsdale Avenue in the B-2 Central Business District, as submitted.

Signed: _____

Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____



REQUEST FOR BOARD ACTION

AGENDA SECTION: First Reading – ZPS Community Development

SUBJECT: Fuller House – 35 E. First Street – Exterior Appearance and Site Plan Review to allow for improvements to the existing building and site located at 35 E. First Street in the B-2 Central Business District – Case A-21-2022

MEETING DATE: October 4, 2022

FROM: Bethany Salmon, Village Planner

Recommended Motion

Approve an Ordinance Approving an Exterior Appearance and Site Plan to Allow for Changes to the Exterior Façade of an Existing Building – 35 E. First Street – Fuller House

Application Request

The applicant, Patricia Vlahos, representing Fuller House, requests approval of an Exterior Appearance and Site Plan Review to allow for changes to the exterior façade and site located at 35 E. First Street in the B-2 Central Business District. Proposed changes to the façade on First Street include the replacement of five (5) light fixtures on the second floor, installation of wood cladding on top of the existing stone band around the storefront windows, installation of wood planter boxes along the perimeter of the recessed storefront alcove to provide a barrier for the outdoor patio area, and painting on the concrete floor within the entry alcove. The applicant originally proposed to paint the brick on the front façade, but has agreed to leave the brick unpainted, unless it is allowed by the Village Board.

The existing two-story building is situated on an L-shaped lot that fronts both First Street and Garfield Street. The building consists of several tenants, including a restaurant, hardware store, martial arts fitness studio, and offices. The outdoor patio for Fuller House is located on the adjacent lot at 50 S. Garfield, formerly occupied by a restaurant (Dips & Dogs) that is now currently vacant. The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and is Significant according to the 2003 Architectural Resources in the Downtown Survey Area. The building features Two-Part Commercial Block architecture in a Renaissance Revival style. It was designed by Walter Ewert and was constructed in 1929.

Project Description

The applicant is proposing several exterior improvements to the existing front façade of the building facing First Street, as detailed below:

- **Painting** - The applicant originally proposed to paint the brick on the front facade along First Street white (Sherwin Williams Alabaster White). The side and rear elevations of the building facing Garfield Street and the alley, as well as the stone sills, sign band, and pilasters around the storefront, would not be painted. Based on the recommendations by both the Historic Preservation Commission and Plan Commission, the applicant has agreed to leave the brick unpainted, unless otherwise allowed by the Village Board. An alternative rendering of the front façade with the brick left unpainted has been submitted and is included in the packet.

- Light Fixtures - The five (5) existing gooseneck light fixtures affixed to the second floor will be removed and replaced with new bronze wall sconces. The applicant has included a specification sheet showing the proposed light fixtures for review. There are no proposed changes to the recessed lighting underneath the ceiling of the storefront alcove.
- Wood Cladding on the Existing Stone Band - The existing stone band above the storefront will be covered with reclaimed wood cladding to serve as the background for a future wall sign, to be submitted for review and approval via a sign permit application at a later date.
- Outdoor Seating Area - Three (3) wood planter boxes are proposed along the perimeter of the recessed storefront alcove to provide a barrier for the outdoor patio area. The planters will be aligned with the property line abutting First Street and are not permitted to encroach into the right-of-way. Details on the planter box design were submitted as part of the application packet for review. The concrete floor of the entry alcove will be painted in a chevron stencil pattern in a gray color (Sherwin Williams Gauntlet Gray). The applicant has confirmed that the black and white pattern included in one of the plan exhibits is to show the proposed pattern, but does not represent the proposed colors. The area shown on the exhibit in black will be painted gray and the white area will be left unpainted. The ceiling of the alcove will also be painted black (Sherwin Williams Tricorn Black).
- Signage - The proposed renderings show a conceptual wall sign and projecting sign on the front of the building facing First Street. The applicant will be required to submit a separate sign permit application for review by the Historic Preservation Commission and Plan Commission at a later date.

Discussion & Recommendation

Historic Preservation Commission Meeting – September 7, 2022 – Patricia Vlahos, representing Fuller House, provided an overview of the proposed changes to the building. Commissioners expressed concern over the painting of the brick. There was a discussion over how painting could damage brick and that this type of a request has not been supported on other downtown historic buildings in the recent past. The applicant confirmed that there are no plans to paint the side of the building where the outdoor patio is located facing Garfield Avenue and the ivy would remain as is.

There was also a discussion on installing wood cladding over the limestone around the storefront entry. One Commissioner noted that this can damage the limestone, but it was noted that the limestone was not original to the building based on a review of older photos included in the packet. The applicant confirmed that there are no changes to the second floor entrance or iron detailing above the door. The proposed light fixtures will be electric, not gas lights.

Mr. Segretto, of Zazu Salon & Day Spa, commented the proposed changes are attractive. He noted that he owns a brick building in Naperville that had been painted and agreed with the Commission on potential issues. Mr. Segretto stated that a responsible building owner needs to paint a building properly and maintain it over time, but painting can provide a contemporary look that can help make a business successful. Overall, the Commission supported the proposed changes to the building and site, but was opposed to the applicant painting the brick.

By a vote of four (4) ayes and zero (0) nays, with three (3) absent, the Historic Preservation Commission recommended approval of Case A-21-2022, an Exterior Appearance and Site Plan Review to allow for improvements to the existing building located at 35 E. First Street in the B-2 Central Business District for Fuller House, subject to the condition that the applicant does not paint the existing brick.

Following the meeting, the applicant submitted revised plans to the Plan Commission for review showing the brick left unpainted.

Plan Commission Meeting – September 14, 2022 – Patricia Vlahos, representing Fuller House, provided an overview of the proposed changes to the building and answered questions from the Commissioners. Ms. Vlahos stated that the applicant would like to paint the brick a distressed white color, but an alternative option has been prepared showing the brick unpainted based on the recommendation by the Historic Preservation Commission. Ms. Vlahos noted Nabuki has a white painted brick building and a brief discussion took place over Burdi, where the brick was ultimately left unpainted.

The majority of the Commissioners stated they were not in favor of the brick being painted due to possible damage to the brick and to preserve the look of the existing historic building. There was a brief discussion on if the Plan Commission would consider a limestone wash as an alternative to painting the brick. Several Commissioners noted a limestone wash would not be aesthetically preferred either and that painted white brick seemed to be a popular trend that could go out of style in the near future.

There was a discussion on potential maintenance issues with painting the concrete flooring. Ms. Vlahos noted that the area will be maintained by the business and the stencil pattern is intended to give the area an updated look that disguises the existing wear and tear. Paint will be applied by professionals and the applicant's designer has painted entrances in other locations, including restaurants in Westmont and Clarendon Hills, so they are confident that maintenance issues will not be a problem. Ms. Vlahos also confirmed the proposed planter boxes will be moved to storage during the winter when the front enclosure is installed. The painted concrete will have an epoxy coat that has what appears to be sand mixed in that will prevent it from becoming slippery and to provide traction.

Ms. Vlahos stated that Fuller House is looking at future changes to the patio and Dips & Dogs on Garfield Avenue. Ms. Vlahos also confirmed there are no changes to the existing ironwork on the right hand side that would be altered and the designer unintentionally left these out of the building renderings.

With the exception of the painting of the brick, the Commission expressed support for the proposed improvements, particularly the light fixtures, the wood sign band above the storefront, the outdoor planters, and the conceptual halo-lit wall sign.

By a vote of five (5) ayes and zero (0) nays, with four (4) absent, the Plan Commission recommended approval of Case A-21-2022, an Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building at for 35 E. First Street in the B-2 Central Business District, subject to the condition that the exterior brick not be painted.

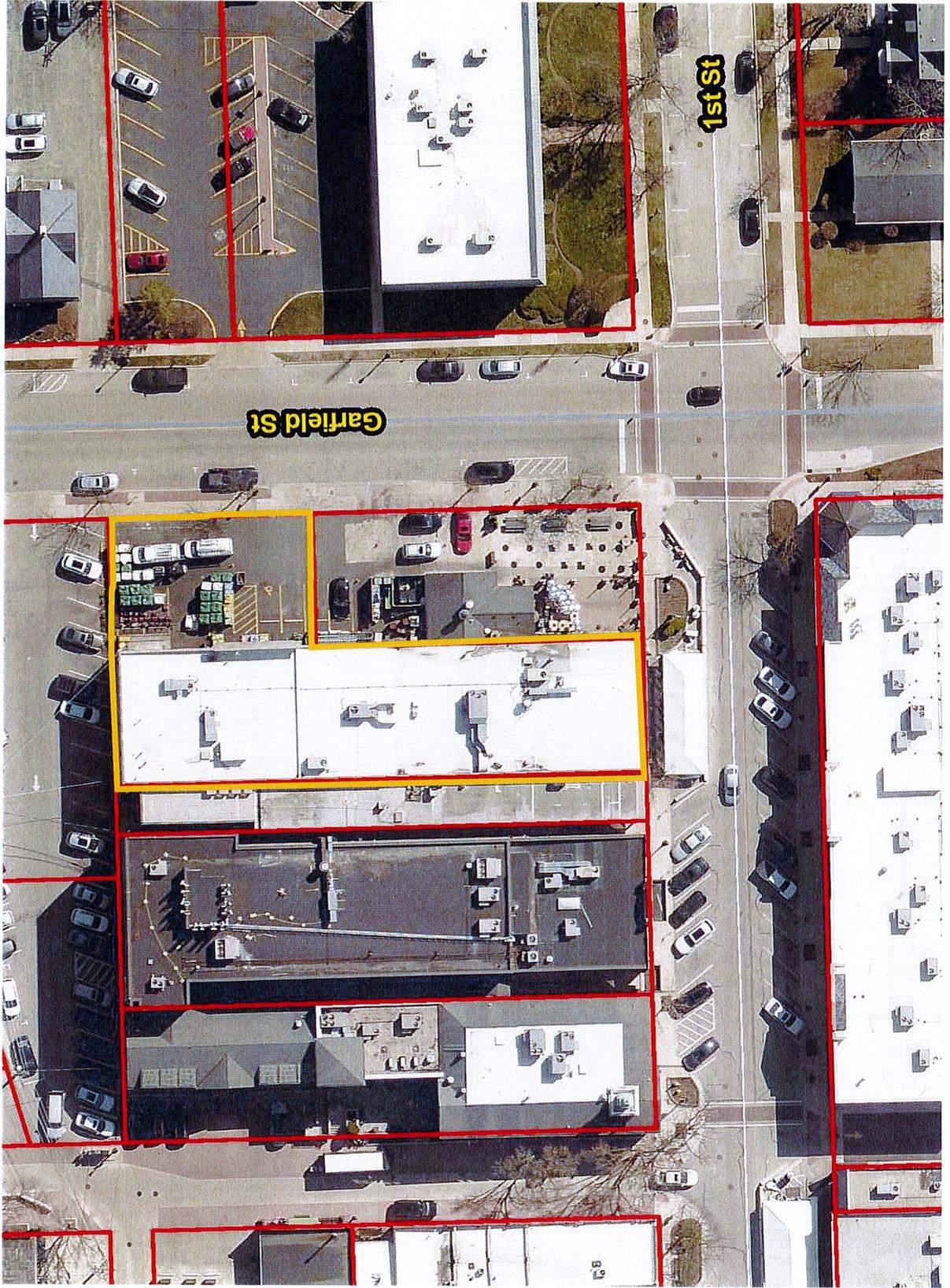
Village Board and/or Committee Action

N/A

Documents Attached

1. Zoning Map and Project Location
2. Aerial View
3. Birdseye View
4. Street View
5. Downtown Historic District Map
6. National Register of Historic Places Nomination Sheet (2006)
7. Architectural Resources in the Downtown Survey Area Survey Sheet (2003)
8. Exterior Appearance & Site Plan Review Application and Exhibits
9. Draft Ordinance
10. Draft Plan Commission Findings and Recommendations

Aerial View – 35 E. First Street



Birds Eye View – 35 E. First Street



Street View – 35 E. First Street



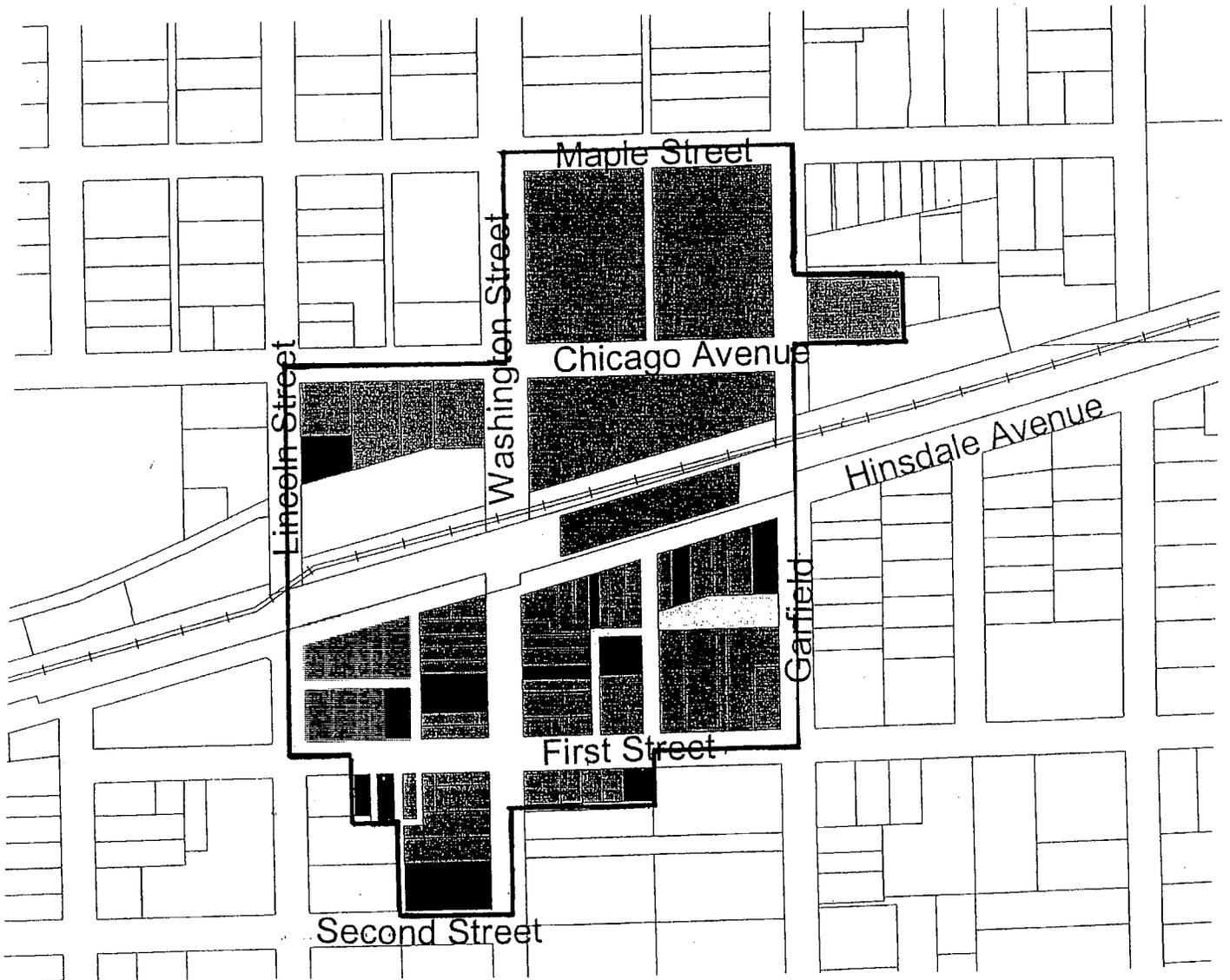
Street View – 35 E. First Street



Street View – 35 E. First Street

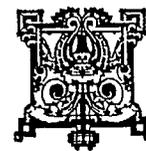


MAP OF DOWNTOWN HINSDALE
NATIONAL REGISTER
HISTORIC DISTRICT



Contributing

Non-Contributing



GRANACKI
HISTORIC CONSULTANTS

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Section number 7 Page 6

Downtown Hinsdale Historic District
Hinsdale, DuPage County, IL

INVENTORY OF BUILDINGS

NO		STREET		STYLE/TYPE	DETAILS	DATE	RATING	HIST. NAME	ARCHITECT	BUILDER
19	E	CHICAGO	AV	City Hall/Library	Georgian Revival	1927	C	Hinsdale Memorial Building	Clark, Edwin H.	
20	E	CHICAGO	AV	Park		1877	C	Railroad Park		
8	W	CHICAGO	AV	Gas Station	Colonial Revival	c. 1950	C			
10	W	CHICAGO	AV	One Part Commercial Block	Classical Revival	1926	C			
24	W	CHICAGO	AV	Garage		1915	C			
26-28	W	CHICAGO	AV	Two Part Commercial Block	Art Moderne	c. 1940	C			
8	E	FIRST	ST	One Part Commercial Block	Classical Revival	1944	C	Schweidler & Mewherter Building	Zook, R. Harold	Brainer & Loehman
9	E	FIRST	ST	Two Part Commercial Block	Colonial Revival	1904	C			
10-12	E	FIRST	ST	One Part Commercial Block	Commercial style	c. 1912	C			
11-21	E	FIRST	ST	Two Part Commercial Block	Renaissance Revival	1925	C	Ostrum Building		
14-16	E	FIRST	ST	One Part Commercial Block		c. 1912	C	212-214 First Street Building		
18-20	E	FIRST	ST	One Part Commercial Block		1910	NC	Merrill, John C. F. Building		
22	E	FIRST	ST	Two Part Commercial Block		1978	NC	Hinsdale Chamber of Commerce	West, Phillip Duke	Pierson, Dave
25	E	FIRST	ST	Police Station/Fire Station	Georgian Revival	1935	C	Police and Fire Station	West, Philip Duke	
29	E	FIRST	ST	Theater	Renaissance Revival	1925	C	Hinsdale Theater	Barfield, William Gibson	
33	E	FIRST	ST	Two Part Commercial Block	International Style	1950	C	Philip D. West Office	West, Philip Duke	West, Philip D.
35	E	FIRST	ST	Two Part Commercial Block	Renaissance Revival	1929	C	Ray J. Soukup Building		Ewert, Walter

**United States Department of the Interior
National Park Service**

**National Register of Historic Places
Continuation Sheet**

Section number 8 Page 29

**Downtown Hinsdale Historic District
Hinsdale, DuPage County, IL**

TWO-PART COMMERCIAL BLOCK

According to Longstreth, the Two-Part Commercial Block is considered the most common type of commercial building in America. Found principally in small and moderate-sized communities between the 1850s and 1950s, the building is always a two- to four-story building characterized by a horizontal division into two clearly separated zones. These zones reflect differences of use on the interior, with the ground-floor level possessing public places such as a store or lobby, and the upper stories having the more private spaces of the building including offices, living spaces, or a meeting hall. The upper stories often reflect domestic high style architecture in ornamentation.

The Two-Part Commercial Blocks in the district date from as early as c. 1888 through the 1990s. There are some excellent examples across several different high styles, from the second half of the 19th through the first three decades of the 20th centuries. Those that are significant designs include 35 E. and 19 W. First Street, 28-30 E. Hinsdale Avenue, and 33-35, 39, 43, 47, 49-51, 53, 101, and 102 S. Washington Street.

The Italianate-style Two-Part Commercial Block at 47 S. Washington Street, built in 1881, is believed to be the oldest building in downtown Hinsdale. The wood shingle cladding on the front façade and wood shutters from the 1950s are not original to the building, but some of its Italianate features are still visible. These include the wood cornice with dentil trim, brackets and wood frieze, and the classical window hoods.

A number of distinguished Queen Anne-style Two-Part Commercial Blocks are found within the historic district. The Queen Anne style is characterized by asymmetry and irregularity in form, with a variety of surface materials and textures. The Queen Anne style is usually evidenced in commercial buildings by corner towers and projecting bay windows on the upper floors. The Papenhausen Building at 102 S. Washington Street is an exceptional example of the style. Built in 1888, it sports a corner turret with fishscale shingles, conical roof and finial. There is a metal cornice with brackets, frieze, and triangular pediment. Decorative brickwork with sawtooth and recessed rowlock courses adds surface texture. Although there have been non-historic

**United States Department of the Interior
National Park Service**

**National Register of Historic Places
Continuation Sheet**

Section number 8 Page 30

**Downtown Hinsdale Historic District
Hinsdale, DuPage County, IL**

alterations such as the large bay window on the north facade and some replacement display windows, the distinctive historic character of this structure predominates.

Another notable Two-Part Commercial Block with Queen Anne styling is 33-35 S. Washington Street, built in 1900, which housed a drug store for over 100 years. Also on a corner site, it has a corner tower with belcast roof, finial, dentil trim, and wood panels. The wood cornice has a dentiled frieze and stone frieze below. In 2005, the windows were replaced in their original openings and the storefronts were remodeled.

One of Hinsdale's most architecturally significant buildings is the Two-Part Commercial Block in the Classical Revival style, formerly the Hinsdale State Bank, at 101 S. Washington Street. This structure was designed by noted architect William Gibson Barfield and built in 1927. It was identified in the Illinois Historic Structures survey likely for its exceptional terra cotta ornament executed by the American Terra Cotta Company of Chicago. The Classical Revival style came about during a revival of interest in classical models after the Chicago World's Columbian Exposition of 1893, and became fashionable throughout the country into the 1920s. The architects of the time who had received training at the Ecole des Beaux Arts in Paris contributed to the influence of this style. Classical Revival features include the prominent corner entry portico with triangular pediment, the terra cotta ornamented triangular pediment with modillions at the parapet level, the rooftop balustrade, and the corner quoins. The multi-light windows have dog-ear surrounds and keystones. The bank occupied this location until the late 1960s when a new bank building was constructed at 50 S. Lincoln Avenue in 1967, outside of the historic district boundaries. It is now occupied by a Gap clothing store.

Of the buildings within the Hinsdale commercial district built with Renaissance Revival detailing, the Ray J. Soukup Building at 35 E. First Street is a fine example. Built in 1929, it has housed the Soukup Hardware store, now Home and Hardware store, ever since. Its Renaissance Revival features include a ceramic tile roof, polychrome brick, and six-over-one wood double-hung windows. The storefront's historic configuration with recessed and angled display windows, recessed doors, and a three-part storefront configuration with bulkhead, display windows, and transoms were all replaced in 2004.

STREET # 35
 DIRECTION E
 STREET FIRST
 ABB ST
 PIN
 LOCAL SIGNIFICANCE RATING S
 POTENTIAL IND NR? (Y or N) N
 CRITERIA
 Contributing to a NR DISTRICT? C
 Contributing secondary structure? -
 Listed on existing SURVEY?



GENERAL INFORMATION

CATEGORY	building	CURRENT FUNCTION	Commerce/Trade - business
CONDITION	good	HISTORIC FUNCTION	Commerce/Trade
INTEGRITY	minor alterations and addition(s)	REASON for SIGNIFICANCE	Locally significant for its associations with longtime business, Soukup Hardware, in operation in this building for over 74 years.
STOREFRONT INTEGRITY	not altered		
SECONDARY STRUCTURE			

ARCHITECTURAL DESCRIPTION

ARCHITECTURAL CLASSIFICATION	Two Part Commercial Block	PLAN	rectangular
DETAILS	Renaissance Revival	NO OF STORIES	2
BEGINYEAR	1929	ROOF TYPE	Combination
OTHER YEAR		ROOF MATERIAL	Ceramic Tile
DATESOURCE	building permit #7182	FOUNDATION	Not visible
WALL MATERIAL (current)	Brick	PORCH	
WALL MATERIAL 2 (current)		WINDOW MATERIAL	wood
WALL MATERIAL (original)	Brick	WINDOW MATERIAL	
WALL MATERIAL 2 (original)		WINDOW TYPE	double hung/display
		WINDOW CONFIG	6/1
SIGNIFICANT FEATURES	Five bay façade; ceramic tile roof; polychrome brick; rectangular panels below 2nd floor windows with stone corner blocks; wood triangular pediment over 2nd floor entry bay; stone sills; 6/1 wood double hung windows		
ALTERATIONS	Aluminum storm windows; window air conditioners; rear two story concrete block addition (1933? permit for 30x50 cement block storage & 1940 permit two story addition (\$4000); permits also in 1937 and 1938 (\$2,600).		

**STOREFRONT
FEATURES**

Historic storefront configuration with recessed and angled display windows, recessed doors, three part storefront with bulkhead, display windows and transoms above; brick soldiercourse frieze; historic 2nd floor entry door at east end

**STOREFRONT
ALTERATIONS**

HISTORIC INFORMATION

HISTORIC NAME Ray J. Soukup Building

COMMON NAME Soukup True Value Hardware

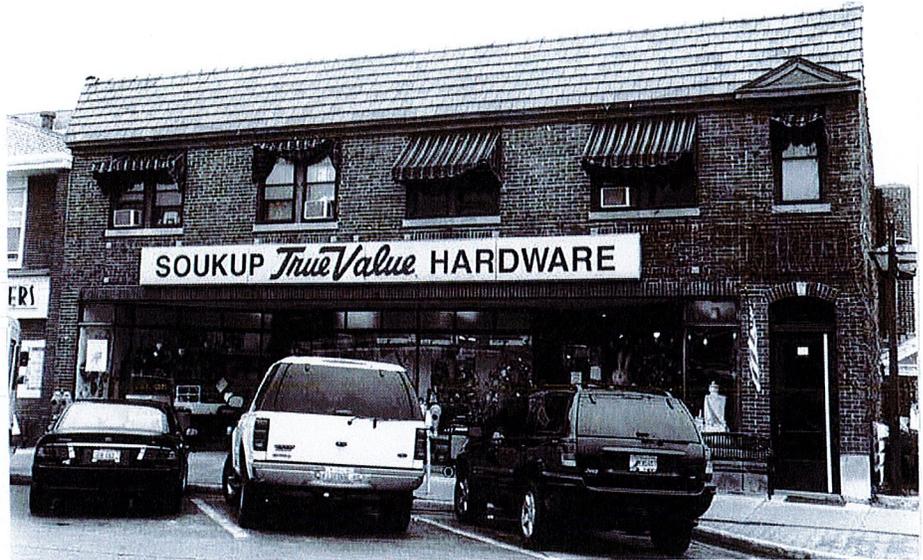
COST \$22,000

ARCHITECT

ARCHITECT2

BUILDER Ewert, Walter

ARCHITECT SOURCE



HISTORIC INFO Owner Ray Soukup constructed this building in 1929 for his Hardware and Department Store. One of Hinsdale's longest running businesses, it was operated by the Soukup family until sold in recent years by Ray Soukup's son, Hank.

LANDSCAPE Midblock on commercial street; building faces south; sidewalks and diagonal parking at front; no setback

PHOTO INFORMATION

ROLL1 9

FRAMES1 36a

ROLL2 6

FRAMES2 26,30

ROLL3

FRAMES3

DIGITAL PHOTO ID d:\first035e.jpg

SURVEY INFORMATION

PREPARER Jennifer Kenny

PREPARER ORGANIZATION Historic Certification Consultants

SURVEYDATE 6/25/03

SURVEYAREA DOWNTOWN

Village of HINSDALE

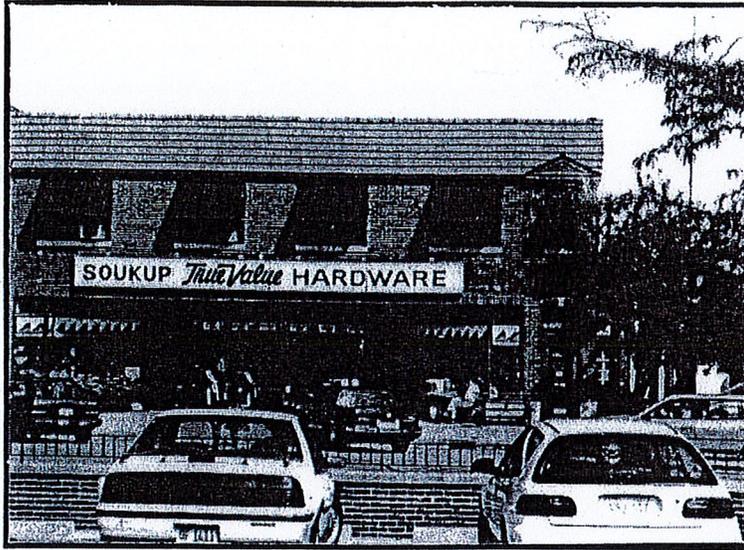
ILLINOIS URBAN ARCHITECTURAL AND HISTORICAL SURVEY
CONTINUATION SHEET

STREET # 35

STREET E FIRST ST

ADDITIONAL PHOTOS OR INFORMATION





35 EAST FIRST STREET
Soukup's Hardware / Village Light House

On land purchased from Mr. and Mrs. John C. Wood, Ray Soukup had this building erected in 1929. From the beginning it housed the veritable Hinsdale institution, Soukup's Hardware and Department Store, which was run first by Ray and, after his death, by his widow and then by their son, Henry, known to all as Hank.

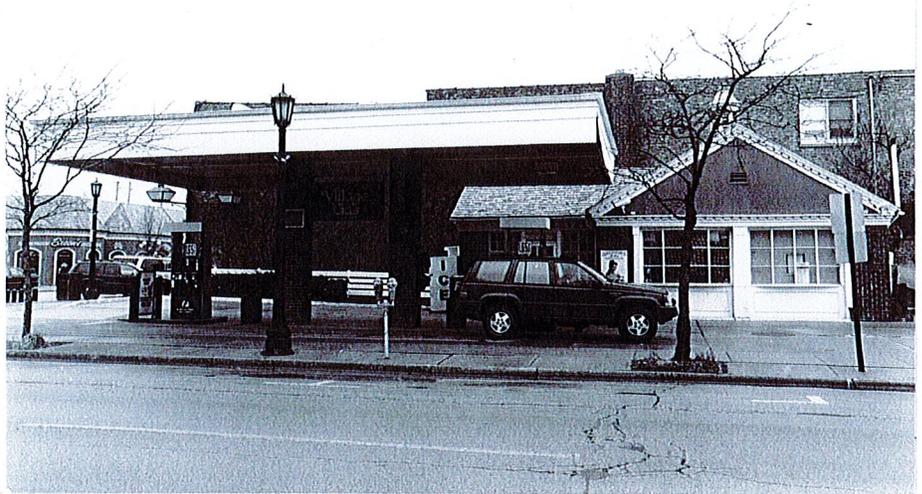
Only recently did Hank sell the business to another Hinsdalean with the proviso that it retain the name Soukup and the same good service with which Soukups has always been synonymous.

The second floor of the building has housed an antique shop, The Lair, formerly operated by Hank's father-in-law, Mr. Charles Butler. It now houses the Village Light House.

Village of HINSDALE - COMMERCIAL

ILLINOIS URBAN ARCHITECTURAL
AND HISTORICAL SURVEY

STREET # 50
 DIRECTION S
 STREET GARFIELD
 ABB ST
 PIN
 LOCAL SIGNIFICANCE RATING S
 POTENTIAL IND NR? (Y or N) N
 CRITERIA
 Contributing to a NR DISTRICT? C
 Contributing secondary structure? -
 Listed on existing SURVEY?



GENERAL INFORMATION

CATEGORY building CURRENT FUNCTION Transportation - road-related (vehicular)
 CONDITION excellent HISTORIC FUNCTION Transportation - road-related (vehicular)
 INTEGRITY minor alterations REASON for SIGNIFICANCE Notable historic gas station designed by local architect R. Harold Zook with handsome Colonial Revival detailing. However it is compromised by a non-historic canopy.
 STOREFRONT INTEGRITY
 SECONDARY STRUCTURE gas pump island

ARCHITECTURAL DESCRIPTION

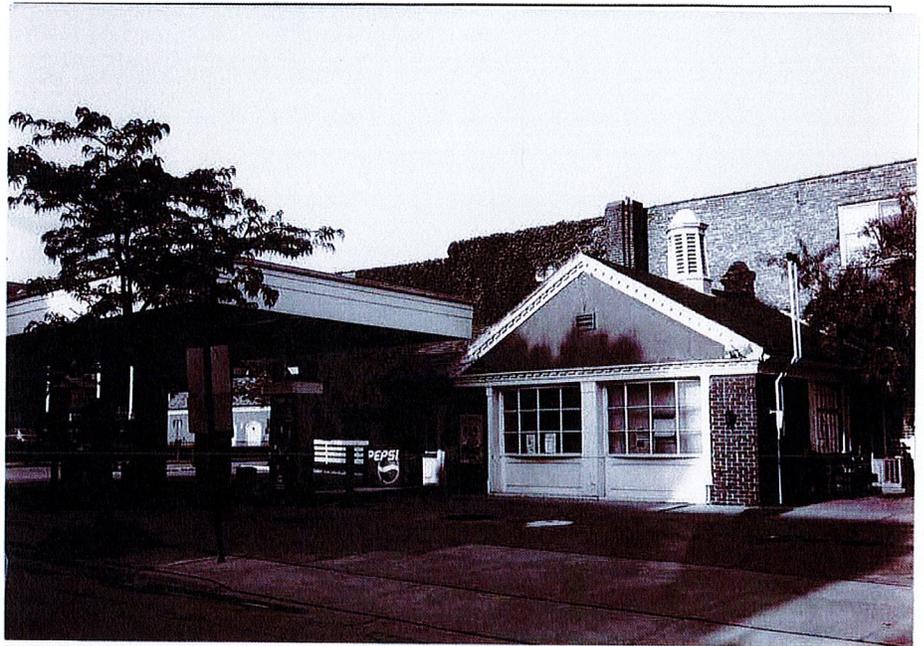
ARCHITECTURAL CLASSIFICATION Gas Station PLAN L
 DETAILS Colonial Revival NO OF STORIES 1
 BEGINYEAR 1929 ROOF TYPE Cross gable
 OTHER YEAR ROOF MATERIAL Slate
 DATESOURCE building permit #1630 FOUNDATION Not visible
 WALL MATERIAL (current) Brick PORCH
 WALL MATERIAL 2 (current) WINDOW MATERIAL wood
 WALL MATERIAL (original) Brick WINDOW MATERIAL
 WALL MATERIAL 2 (original) WINDOW TYPE casement
 WINDOW CONFIG
 SIGNIFICANT FEATURES Cross gable roof with slate; dentil trim in gables; cornice and frieze with dentil trim; cupola vent with belcast roof; brick quoins; multilight windows; classical door surrounds
 ALTERATIONS Garage bays have been filled in with multilight windows and rectangular panels below (1972 permit, \$4000); gas pump island shelter structure to east of building (1970s); replacement front door; new tank, \$89,000, 1994 permit

STOREFRONT
FEATURES

STOREFRONT
ALTERATIONS

HISTORIC INFORMATION

HISTORIC NAME	Brewer Brothers Filling Station
COMMON NAME	Village Gas
COST	\$3,500
ARCHITECT	Zook, R. Harold
ARCHITECT2	
BUILDER	
ARCHITECT SOURCE	



HISTORIC INFO This building has continually operated as a gas station since its construction (source: Ziegweid).

LANDSCAPE Corner lot in commercial district (NW corner Garfield and first); building faces east; concrete driveway and curb cuts

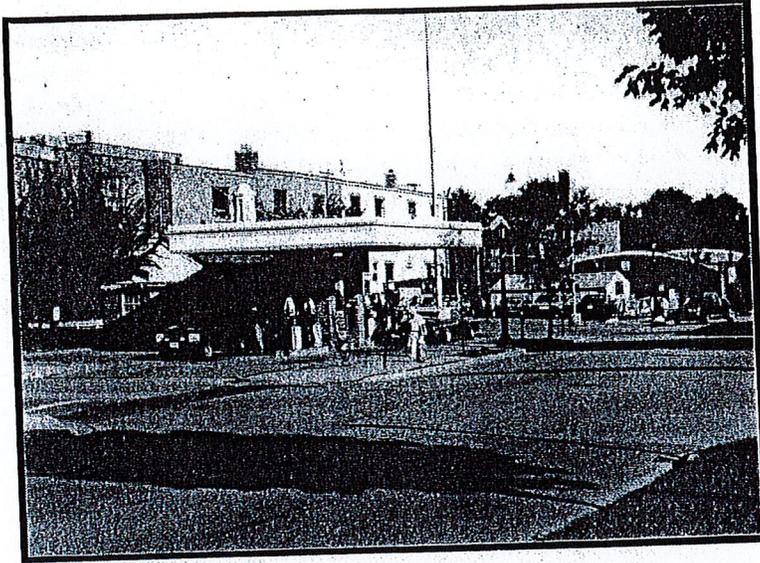
PHOTO INFORMATION

ROLL1	6
FRAMES1	29
ROLL2	8
FRAMES2	2
ROLL3	
FRAMES3	
DIGITAL PHOTO ID	d:\garfield050s.jpg

SURVEY INFORMATION

PREPARER	Jennifer Kenny
PREPARER ORGANIZATION	Historic Certification Consultants
SURVEYDATE	7/2/03
SURVEYAREA	DOWNTOWN

Ziegweid, John T. *Historic Downtown Hinsdale*.
Expansion by Mary Sterling and Architectural Notes by
Bob Dunham. Hinsdale, IL: John T. Ziegweid: 1993.



NORTHWEST CORNER OF GARFIELD AND FIRST STREETS
Village Gasoline Station

This building, housing a gasoline filling station, was erected for Bob Brewer of Brewer Brothers Filling Station, on land purchased by him in 1930 from Mr. and Mrs. Ray Soukup. The Brewer Brothers were Bob and Fred. It has been used ever since as a gasoline filling station.



VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT

VILLAGE
OF HINSDALE

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

FULLER HOUSE

Applicant owner of business
Name: Patricia Vlahos
Address: 85 E. First Street
City/Zip: Hinsdale IL 60521
Phone/Fax: (630) 670 0948
E-Mail: Patricia@FullerHouseBar.com

Owner Building
Name: Joel Teglia
Address: 7630 Plaza Court, Suite 100
City/Zip: Willowbrook, IL 60527
Phone/Fax: (312) 983 1340
E-Mail: JTeglia@trpinv.com

Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)

Name: Aida Naples AGN Design
Title: Designer
Address: _____
City/Zip: _____
Phone/Fax: (312) 852 1782
E-Mail: AIDANAPOLDESIGN@agn.com

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: () /
E-Mail: _____

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)

- 1) _____
- 2) _____
- 3) _____

II. SITE INFORMATION

Address of subject property: 35 E First Street

Property identification number (P.I.N. or tax number): 09 - 12 - 129 - 012

Brief description of proposed project: Exterior change
of First street side of Building

General description or characteristics of the site: Fuller House Restaurant
+ Bar

Existing zoning and land use: Restaurant

Surrounding zoning and existing land uses:

North: Hardware store Retail

South: Retail

East: OFFICE

West: Retail

Proposed zoning and land use: _____

Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:

Site Plan Approval 11-604

Map and Text Amendments 11-601E
Amendment Requested: _____

Design Review Permit 11-605E

Exterior Appearance 11-606E

Planned Development 11-603E

Special Use Permit 11-602E

Special Use Requested: _____

Development in the B-2 Central Business
District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 35 E. First Street, Hinsdale, IL 60522

The following table is based on the _____ Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)		
Minimum Lot Depth		
Minimum Lot Width		
Building Height		
Number of Stories		
Front Yard Setback		
Corner Side Yard Setback		
Interior Side Yard Setback		
Rear Yard Setback		
Maximum Floor Area Ratio (F.A.R.)*		
Maximum Total Building Coverage*		
Maximum Total Lot Coverage*		
Parking Requirements		
Parking front yard setback		
Parking corner side yard setback		
Parking interior side yard setback		
Parking rear yard setback		
Loading Requirements		
Accessory Structure Information		

* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: _____

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

- A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.
- B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:
 - 1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
 - 2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
 - 3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
 - 4. Location, size, and arrangement of all outdoor signs and lighting.
 - 5. Location and height of fences or screen plantings and the type or kind of building materials or plantings used for fencing or screening.
 - 6. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
 - 7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.
- C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;
- D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and
- E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.
- F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

On the 11th day of August, 2022, I/We have read the above certification, understand it, and agree to abide by its conditions.

[Signature]
Signature of applicant or authorized agent

Patricia Valdez
Name of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this _____ day of _____

Notary Public

VILLAGE OF HINSDALE

CERTIFICATION OF PROPER NOTICE

REGARDING APPLICATION FOR PUBLIC HEARINGS AND MEETINGS

I, Patricia Vlahos, being first duly sworn on oath, do hereby certify that I caused written notice of the filing of my application for a public hearing and or meeting to be given to owners of record of property within 250 feet of any part of the subject property. I further certify that I gave such notice in the form required by the Village (Certified Mail) and that I gave such notice on August 11th 2022.

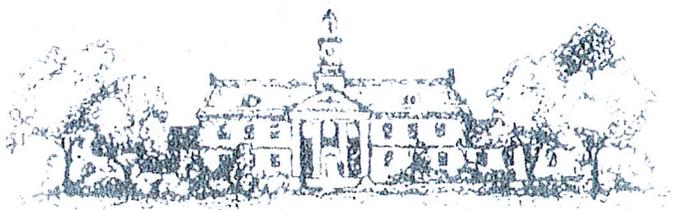
Attached is a list of all of the addresses of property to whom I gave such notice and the receipts of mailings.

By: _____
Name: _____
Address: _____

Subscribed and sworn to before me

This _____ day of _____, _____.

By: _____
Notary Public



VILLAGE
OF HINSDALE FOUNDED IN 1873

COMMUNITY DEVELOPMENT
DEPARTMENT
EXTERIOR APPEARANCE AND
SITE PLAN REVIEW CRITERIA

Address of proposed request: 35 E First Street

REVIEW CRITERIA

Section 11-606 of the Hinsdale Zoning Code regulates Exterior appearance review. The exterior appearance review process is intended to protect, preserve, and enhance the character and architectural heritage and quality of the Village, to protect, preserve, and enhance property values, and to promote the health, safety, and welfare of the Village and its residents. Please note that Subsection Standards for building permits refers to Subsection 11-605E Standards and considerations for design permit review.

*****PLEASE NOTE*** If this is a non-residential property within 250 feet of a single-family residential district, additional notification requirements are necessary. Please contact the Village Planner for a description of the additional requirements.**

FEES for Exterior Appearance/Site Plan Review:

Standard Application: \$600.00

Within 250 feet of a Single-Family Residential District: \$800

Below are the criteria that will be used by the Plan Commission, Zoning and Public Safety Committee and Board of Trustees in reviewing Exterior Appearance Review requests. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

1. *Open spaces.* The quality of the open space between buildings and in setback spaces between street and facades.
2. *Materials.* The quality of materials and their relationship to those in existing adjacent structures.
3. *General design.* The quality of the design in general and its relationship to the overall character of neighborhood.

4. *General site development.* The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.

5. *Height.* The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.

6. *Proportion of front façade.* The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.

7. *Proportion of openings.* The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.

8. *Rhythm of solids to voids in front facades.* The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.

9. *Rhythm of spacing and buildings on streets.* The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.

10. *Rhythm of entrance porch and other projections.* The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.

11. *Relationship of materials and texture.* The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.

12. *Roof shapes.* The roof shape of a building shall be visually compatible with the buildings to which it is visually related.

13. *Walls of continuity.* Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.

14. *Scale of building.* The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.

15. *Directional expression of front elevation.* The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character.

16. *Special consideration for existing buildings.* For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.

REVIEW CRITERIA – Site Plan Review

Below are the criteria that will be used by the Plan Commission and Board of Trustees in determining if the application does not meet the requirements for Site Plan Approval. Briefly describe how this application will not do the below criteria. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

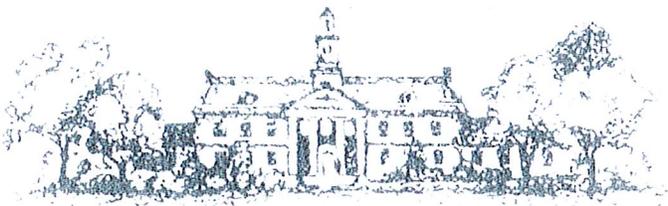
Section 11-604 of the Hinsdale Zoning Code regulates Site Plan Review. The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which this code was enacted unless careful consideration is given to critical design elements.

1. The site plan fails to adequately meet specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable.
2. The proposed site plan interferes with easements and rights-of-way.
3. The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site.
4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.
5. The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably creates hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.
6. The screening of the site does not provide adequate shielding from or for nearby uses.
7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.
8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes inadequate provision for the creation or preservation of open space or for its continued maintenance.
9. The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community.

10. The proposed site plan places unwarranted or unreasonable burdens on specified utility systems serving the site or area or fails to fully and satisfactorily integrate the site's utilities into the overall existing and planned utility system serving the Village.

11. The proposed site plan does not provide for required public uses designated on the Official Map.

12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.



VILLAGE OF HINSDALE

COMMUNITY DEVELOPMENT DEPARTMENT EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

Address of proposed request: 35 E First Street

REVIEW CRITERIA

Section 11-606 of the Hinsdale Zoning Code regulates Exterior appearance review. The exterior appearance review process is intended to protect, preserve, and enhance the character and architectural heritage and quality of the Village, to protect, preserve, and enhance property values, and to promote the health, safety, and welfare of the Village and its residents. Please note that Subsection Standards for building permits refers to Subsection 11-605E Standards and considerations for design permit review.

PLEASE NOTE If this is a non-residential property within 250 feet of a single-family residential district, additional notification requirements are necessary. Please contact the Village Planner for a description of the additional requirements.

FEES for Exterior Appearance/Site Plan Review:

Standard Application: \$600.00

Within 250 feet of a Single-Family Residential District: \$800

Below are the criteria that will be used by the Plan Commission, Zoning and Public Safety Committee and Board of Trustees in reviewing Exterior Appearance Review requests. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

1. Open spaces. The quality of the open space between buildings and in setback spaces between street and facades.

2. Materials. The quality of materials and their relationship to those in existing adjacent structures. We are not changing any materials just wanting to add more of what is existing

3. General design. The quality of the design in general and its relationship to the overall character of neighborhood. The design matches the neighborhood perfectly extremely well, charming, warm, comfortable

4. *General site development.* The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.

N/A

5. *Height.* The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.

N/A

6. *Proportion of front façade.* The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.

N/A

7. *Proportion of openings.* The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.

N/A

8. *Rhythm of solids to voids in front facades.* The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.

N/A

9. *Rhythm of spacing and buildings on streets.* The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.

N/A

10. *Rhythm of entrance porch and other projections.* The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.

N/A

11. *Relationship of materials and texture.* The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.

All materials will remain the same

12. *Roof shapes.* The roof shape of a building shall be visually compatible with the buildings to which it is visually related.

N/A

13. *Walls of continuity.* Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.

looking to add 3 planters to separate public from private property

14. *Scale of building.* The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.

N/A

15. *Directional expression of front elevation.* The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character.

Looking for decorative changes not major materials changes

16. *Special consideration for existing buildings.* For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.

Painting, Extra exterior wood for decorative purposes, signage change for extra

REVIEW CRITERIA – Site Plan Review

Below are the criteria that will be used by the Plan Commission and Board of Trustees in determining if the application does not meet the requirements for Site Plan Approval. Briefly describe how this application will not do the below criteria. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

Section 11-604 of the Hinsdale Zoning Code regulates Site Plan Review. The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which this code was enacted unless careful consideration is given to critical design elements.

1. The site plan fails to adequately meet specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable.
2. The proposed site plan interferes with easements and rights-of-way.
3. The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site.
4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.
5. The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably creates hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.
6. The screening of the site does not provide adequate shielding from or for nearby uses.
7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.
8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes inadequate provision for the creation or preservation of open space or for its continued maintenance.
9. The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community.

10. The proposed site plan places unwarranted or unreasonable burdens on specified utility systems serving the site or area or fails to fully and satisfactorily integrate the site's utilities into the overall existing and planned utility system serving the Village.

11. The proposed site plan does not provide for required public uses designated on the Official Map.

12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
 19 East Chicago Avenue
 Hinsdale, Illinois 60521-3489
 630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name: Patricia Vlahos

Owner's name (if different): Joel Teglia

Property address: 35 E First Street Hinsdale, IL

Property legal description: [attach to this form] 60521

Present zoning classification: IB, Institutional Buildings

Square footage of property: 3471 sq ft

Lot area per dwelling: _____

Lot dimensions: 133 x 122

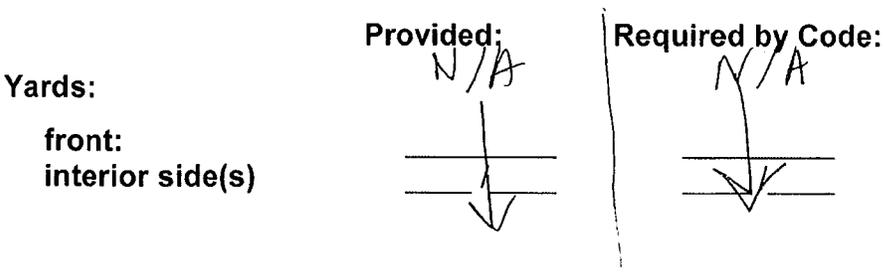
Current use of property: Restaurant

Proposed use: Single-family detached dwelling
 Other: _____

Approval sought: Building Permit Variation
 Special Use Permit Planned Development
 Site Plan Exterior Appearance
 Design Review
 Other: _____

Brief description of request and proposal:
Exterior changes (minor)

Plans & Specifications: [submit with this form]



Provided:

Required by Code:

N/A

corner side

rear

Setbacks (businesses and offices):

front:

interior side(s)

corner side

rear

others:

Ogden Ave. Center:

York Rd. Center:

Forest Preserve:

Building heights:

principal building(s):

accessory building(s):

Maximum Elevations:

principal building(s):

accessory building(s):

Dwelling unit size(s):

Total building coverage:

Total lot coverage:

Floor area ratio:

Accessory building(s):

Spacing between buildings:[depict on attached plans]

principal building(s):

accessory building(s):

Number of off-street parking spaces required: -

Number of loading spaces required: -

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By:

Applicant's signature

Patricia Vlahos

Applicant's printed name

Dated: 8/4/22, 2022

IRVEYOR
DRIVE
50627
X898
1697

First St

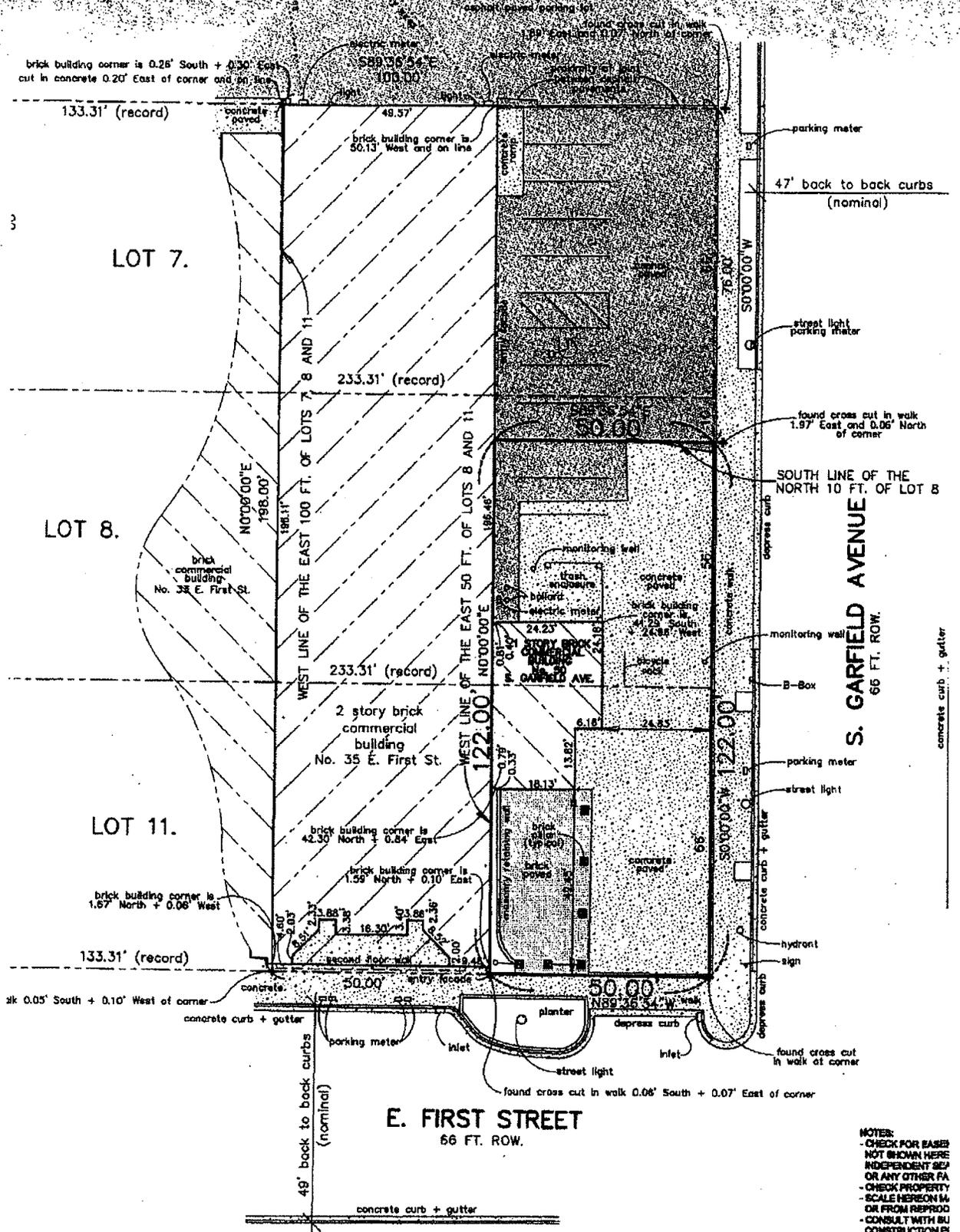
1"=20'

0 10 20 30

LOT 8 IN LAKE'S SUBDIVISION (Doc. 14562)

BEARINGS ARE ON ASSUMED D

12-129-013



E. FIRST STREET
66 FT. ROW.

S. GARFIELD AVENUE
66 FT. ROW.

NOTES:
 - CHECK FOR BASES
 - NOT SHOWN HERE
 - INDEPENDENT SET
 - OR ANY OTHER PA
 - CHECK PROPERTY
 - SCALE HEREON IS
 - OR FROM REPROD
 - CONSULT WITH BU
 - CONSTRUCTION PA
 - DO NOT ASSUME T
 - DO NOT ASSUME T
 - SURVEY PLAT NOT
 - BEAL IS AFFORDED H

Plat of Survey

ALTA/ACSM LAND TITLE SURVEY

THE EAST 50 FEET OF LOT 8 (EXCEPT THE NORTH 10 FEET) AND THE EAST 50 FEET OF LOT 11 IN BLOCK 2 IN TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST 1/4 (EXCEPT RAILROAD LANDS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1865, AS DOCUMENT 7738, IN DUPAGE COUNTY, ILLINOIS.

FLOOD ZONE CLASSIFICATION:
BASED ON FEMA'S FLOOD INSURANCE RATE MAP NO. 17043C0003H, DATED DECEMBER 16, 2004, THE PROPERTY IS SITUATED WITHIN A "ZONE X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.) NOTATION ON SAID MAP STATES THAT FLOOD HAZARD INFORMATION IS SHOWN WITHIN THE VILLAGE OF HINSDALE FOR INFORMATION PURPOSES ONLY. FOR FLOOD INSURANCE PURPOSES, REFER TO THE SEPARATELY PRINTED FLOOD INSURANCE RATE MAP FOR THE VILLAGE OF HINSDALE. THE SURVEYOR MAKES NO CERTIFICATION AS TO WHETHER THE PROPERTY WILL OR WILL NOT FLOOD.

NOTES:

- CONSULT WITH THE UTILITY COMPANIES FOR LOCATIONS OF BURIED UTILITIES, IF ANY, IF APPLICABLE TO THE USE OF THIS SURVEY. CALL J.U.L.I.E. 1-800-892-0123 PRIOR TO ANY DIGGING OR EXCAVATING.
- CONSULT WITH PROPER AUTHORITIES FOR SEWER AND WATER INFORMATION, IF APPLICABLE TO THE USE OF THIS SURVEY. LOCATIONS OF SEWER AND WATER SERVICES AT THE BUILDING ARE UNKNOWN TO THE SURVEYOR AND ARE NOT SHOWN HEREON.
- GROSS LAND AREA FOR THE PROPERTY DESCRIBED HEREON IS 6100 SQ. FT.
- AREA OF BUILDING AT GROUND LEVEL IS 868 SQ. FT.
- THERE ARE 3 STRIPED PARKING SPACE ON THE GROUND. THERE ARE AN ADDITIONAL ADJOINING 8 STRIPED PARKING SPACES ON THE ADJOINING PROPERTY AT 35 E. FIRST ST. INCLUDING ONE SPACE INDICATED AS HANDICAP.
- SURVEYOR NOTES APPARENT RECIPROCAL USE OF PAVED AREAS WITH THE ADJOINING PROPERTY AT 35 E FIRST ST.
- THERE WERE NO CERTAIN DIVISIONS OR PARTY WALLS DESIGNATED BY THE CLIENT FOR RELATIONSHIP OR LOCATION WITH RESPECT TO ADJOINING PROPERTIES.
- THE SURVEYOR OBSERVED NO EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

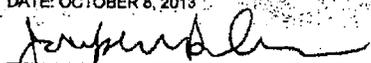
ALTA/ACSM LAND TITLE SURVEY

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

TO: NTC PROPERTIES, LLC
CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a)(b-1), 8, 9, 10, 11(a), 14, 18 AND 20 OF "TABLE A" THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 8, 2013.

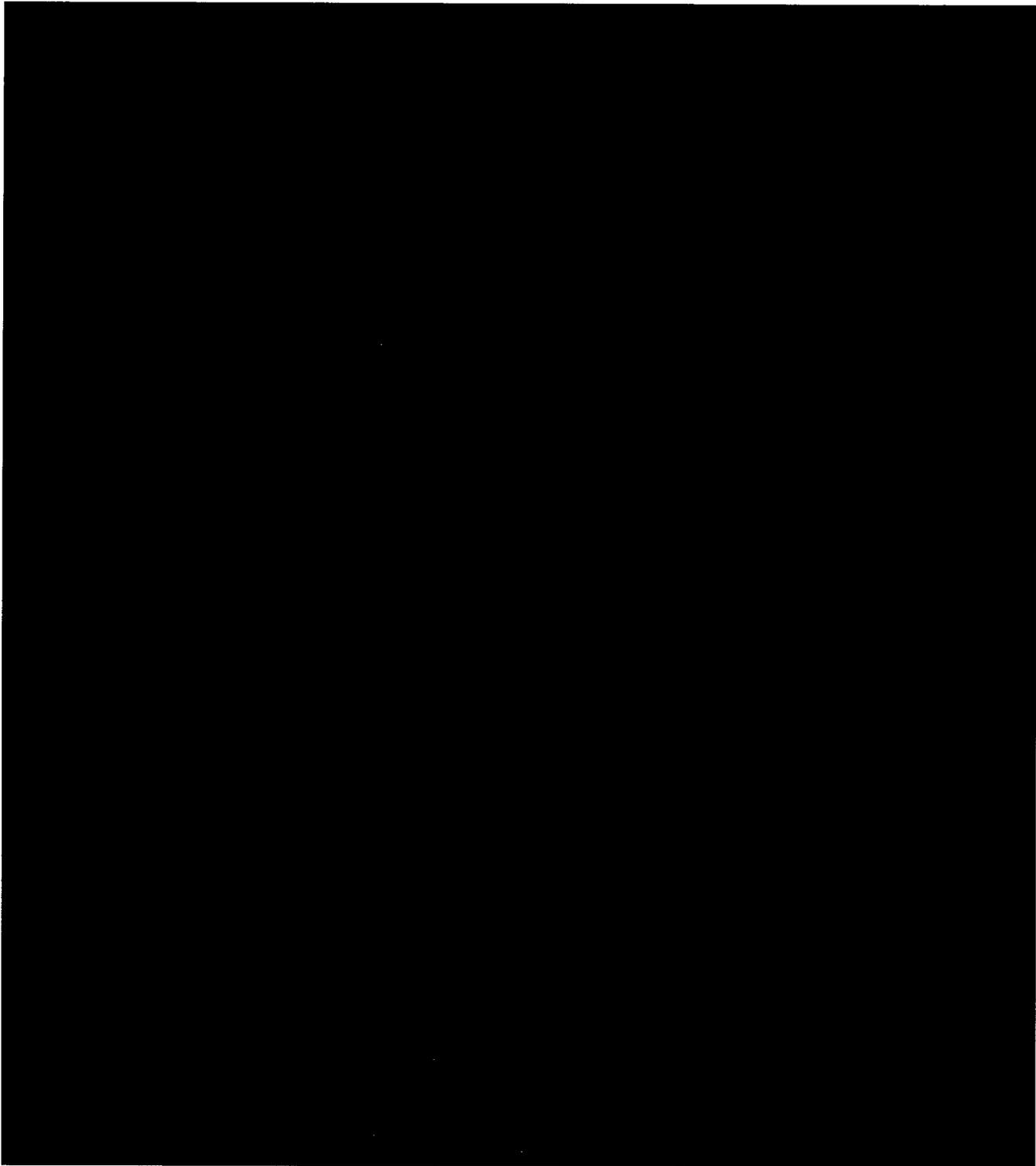
DATE: OCTOBER 8, 2013


ILLINOIS LAND SURVEYOR NO. 2478
LIC. EXP. 11-30-2014

ORDERED BY: FULLERS



1. BUILDING LINES AND OTHER RESTRICTIONS, IF ANY, SURVEYOR HAS MADE NO INVESTIGATION OR FOR EASEMENTS, ENCUMBRANCES, RESTRICTIONS, HAY A CURRENT TITLE SEARCH MAY DISCLOSE. REVISION HEREON AGAINST DEED. APPROXIMATE IN CERTAIN AREAS FOR CLARITY IN IRREGULARITIES. DO NOT SCALE FROM PLAT. OR PRIOR TO USING THIS PLAT FOR ANY RES. COMPARE ALL INFORMATION SHOWN BEFORE USE. PROPERTY MONUMENTS ARE AT PROPERTY CORNERS. PROPERTY CORNERS INDICATED REMAIN IN PLACE. UNLESS EMBOSSED IMPRESSION OF SURVEYOR'S





PROPOSED NON
LIT METAL BLADE
SIDE FOR PICK
UP ORDERS
APPROX. 18"
DIAMETER X
4" DEPTH. SEE
NEXT PAGE FOR
MORE INFO

VIEW AT PROPOSED EXTERIOR FACADE REFRESH

NEW OUTDOOR
PLANTER BOXES
(SEE PLANTER
BOX SPEC
PROVIDED)

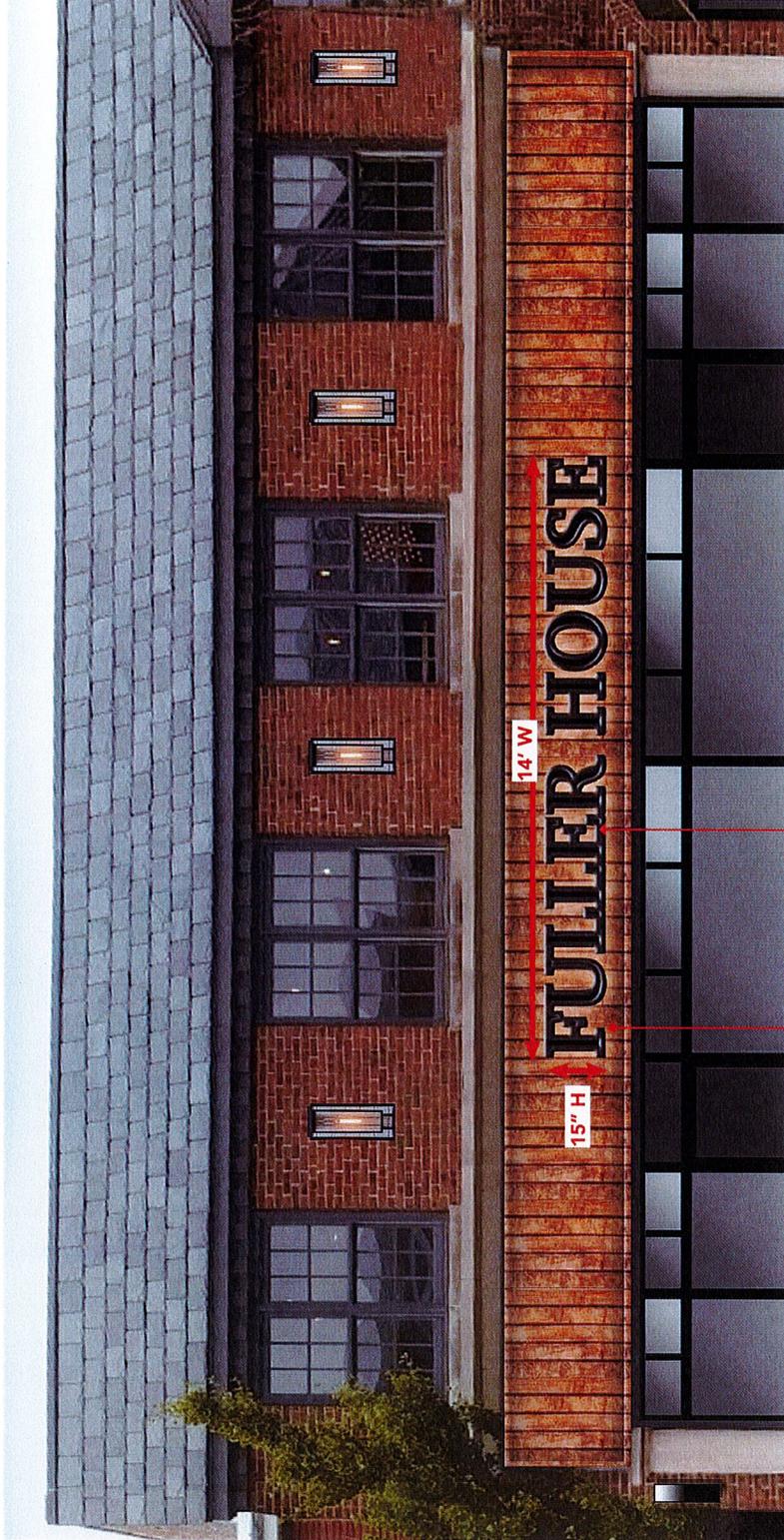
NEW OUTDOOR
NEW RECLAIMED
WOOD
CLADDING FOR
SIGNAGE
BACKDROP:
SEALED

NEW METAL CHANNEL CUT LOGO LETTER
SIGNAGE MOUNTED ON RECLAIMED WOOD
HORIZONTAL PLANKS. BACKLIT ON DIMMER
SWITCH. SIGNAGE COMPANY TO SUBMIT
FOR PERMIT SEPARATELY UPON DESIGN
INTENT APPROVAL & WILL PROVIDE DRAWING
DETAILS AS NECESSARY. APPROXIMATE SIZE:
14"W X 15" LETTER HEIGHT.

NEW OUTDOOR EXTERIOR
WALL SCUNCES TO
REPLACE EXISTING (S)
GOOSENECK LIGHTS. (SEE
OUTDOOR WALL SCUNCE
SPEC PROVIDED)

EXTERIOR EXISTING BRICK
TO REMAIN AS SHOWN.

FULLER HOUSE
Hinsdale
EST. 2015



VIEW AT PROPOSED EXTERIOR SIGNAGE
(FOR DESIGN INTENT APPROVAL ONLY)

GENERAL NOTE: PLEASE NOTE SIGNAGE SUBMISSION SUBMITTED FOR DESIGN INTENT ONLY. IF APPROVED, FABRICATOR WILL BE PROVIDING PROPER TECHNICAL SPECS / SHOP DRAWINGS OF EACH SIGNAGE TO THE CITY DIRECTLY.

NEW METAL CHANNEL CUT LOGO LETTER SIGNAGE MOUNTED ON RECLAIMED WOOD HORIZONTAL PLANKS. BACKLIT ON DIMMER SWITCH. SIGNAGE COMPANY TO SUBMIT FOR PERMIT SEPARATELY UPON DESIGN INTENT APPROVAL & WILL PROVIDE DRAWING DETAILS AS NECESSARY. APPROXIMATE SIZE: 14"W X 15" LETTER HEIGHT.

NEW RECLAIMED WOOD CLADDING FOR SIGNAGE BACKDROP. SEALED



NOTE: PROPOSED SIGNAGE SHALL BE FOR PERMIT PURPOSES ONLY. PERMITTING OFFICE WILL BE RESPONSIBLE FOR PICK UP ORDERS. APPROX. 18" DIAMETER X 4" DEPTH. PERMIT DRAWINGS & SIGN DETAILS TO FOLLOW FROM SIGN FABRICATOR UPON DESIGN INTENT APPROVAL. SIGNAGE APPROVAL WILL BE SEPARATELY SUBMITTED FOR PERMIT.

18" DIAMETER

* SIGN TO BE BLACK WITH WHITE LETTERS
 NON-LIT SIGN SIZE 18" DIAMETER X 4" DEPTH. SIGN SHALL BE 8'-6" AFF FROM BUILDING

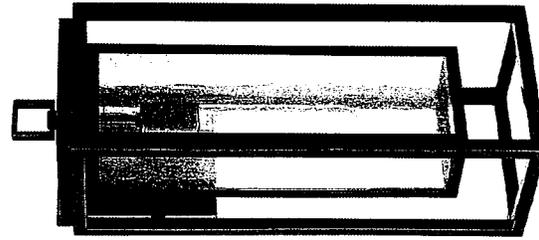
GENERAL NOTE: PLEASE NOTE SIGNAGE SUBMISSION SUBMITTED FOR DESIGN INTENT ONLY. IF APPROVED, FABRICATOR WILL BE PROVIDING PROPER TECHNICAL SPECS / SHOP DRAWINGS OF EACH SIGNAGE TO THE CITY DIRECTLY.

VIEW AT PROPOSED EXTERIOR SIGNAGE (FOR DESIGN INTENT APPROVAL ONLY)

LAMPS PLUS[®]

The Nation's Largest Lighting Retailer

Outdoor Lighting / Wall Light / 16 - 20 in. high / Bronze / Style # 44R77



Illuminate your home with this stylish modern outdoor wall light from Hinkley, which features a high performance finish is resistant to rust and corrosion

Additional Info:

The Republic collection from Hinkley offers a handsome transitional look for your home. An oil-rubbed bronze finish adds rich detail to this straight-lined outdoor wall light. Clear seeded glass panels add an interesting visual element to this fixture. Best of all, the light has a high performance finish that is resistant to rust and corrosion and comes with a 5-year guarantee. Use it for improved illumination near your home's entrance, near your driveway, or flanking garage doors.

HINKLEY

[Shop all Hinkley](#)

- 20" high x 7" wide. Extends 6 3/4" from the wall. Side glass panels are 14 3/4" high x 3" wide. Front glass is 14 3/4" high x 4" wide. Weighs 5.5 lbs.
- Backplate is 5" wide x 6 1/2" high. 4 3/4" from mounting point to top of fixture.
- Uses one maximum 100 watt standard-medium base bulb (not included).
- Republic outdoor wall light by Hinkley. High performance finish is resistant to rust and corrosion with a 5-year warranty.
- Oil-rubbed bronze finish over composite frame. Clear seeded glass. Wet location rated for outdoor use. Can also be used indoors.

SPECIFICATIONS

PRODUCT ATTRIBUTES

Finish Bronze
Style Contemporary
Brand Hinkley

TECHNICAL SPECIFICATIONS

Height 20.00 inches
Width 7.00 inches
Weight 5.50 pounds
Max Wattage 100 watts

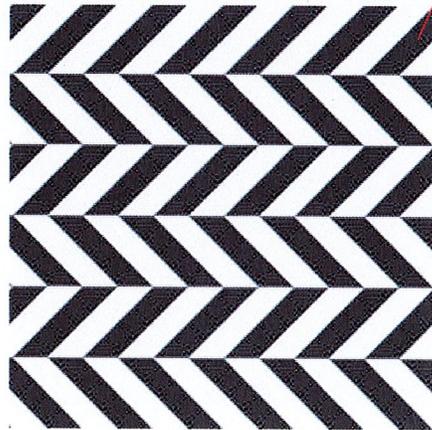
EXTERIOR WALL SCONCE SPEC SHEET

https://www.lampsplus.com/products/hinkley-republic-20-inch-high-oil-rubbed-bronze-outdoor-wall-light_44r77.html



Overall	28.35" H x 39.37" W x 15.75" D
Dimensions with Stand	28.35" x 15.75" x 39.37"
Overall Product Weight	43.14 lb.
Rack height from the ground	3.9" and 17.3"

**EXTERIOR PLANTER BOX
SPEC SHEET**



APPLIED PAINTED STENCIL
 PATTERN REPEAT (SHOWN IN BLACK & WHITE
 FOR PATTERN REPEAT REFERENCE ONLY. BLACK
 INDICATES PATTERN GETTING PAINTED IN GREY AS
 SPECIFIED)

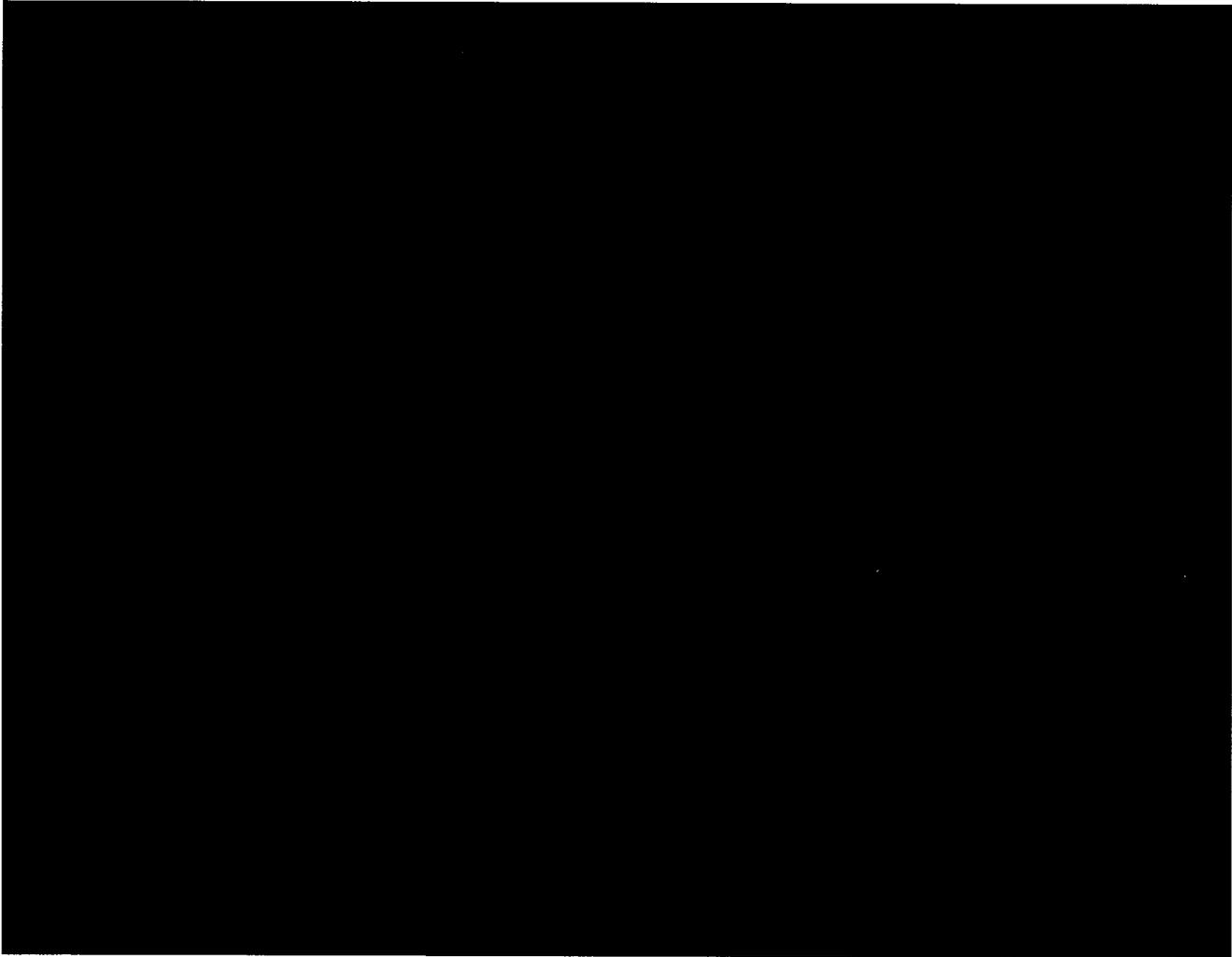


APPLIED PAINTED &
 SEALED PATTERN
 STENCIL ONTO EXISTING
 CONCRETE AT
 ENTRYWAY TO DISGUISE
 TRAFFIC WEAR (SEE
 PROPOSED CONCRETE
 STENCIL REPEAT
 PROVIDED)

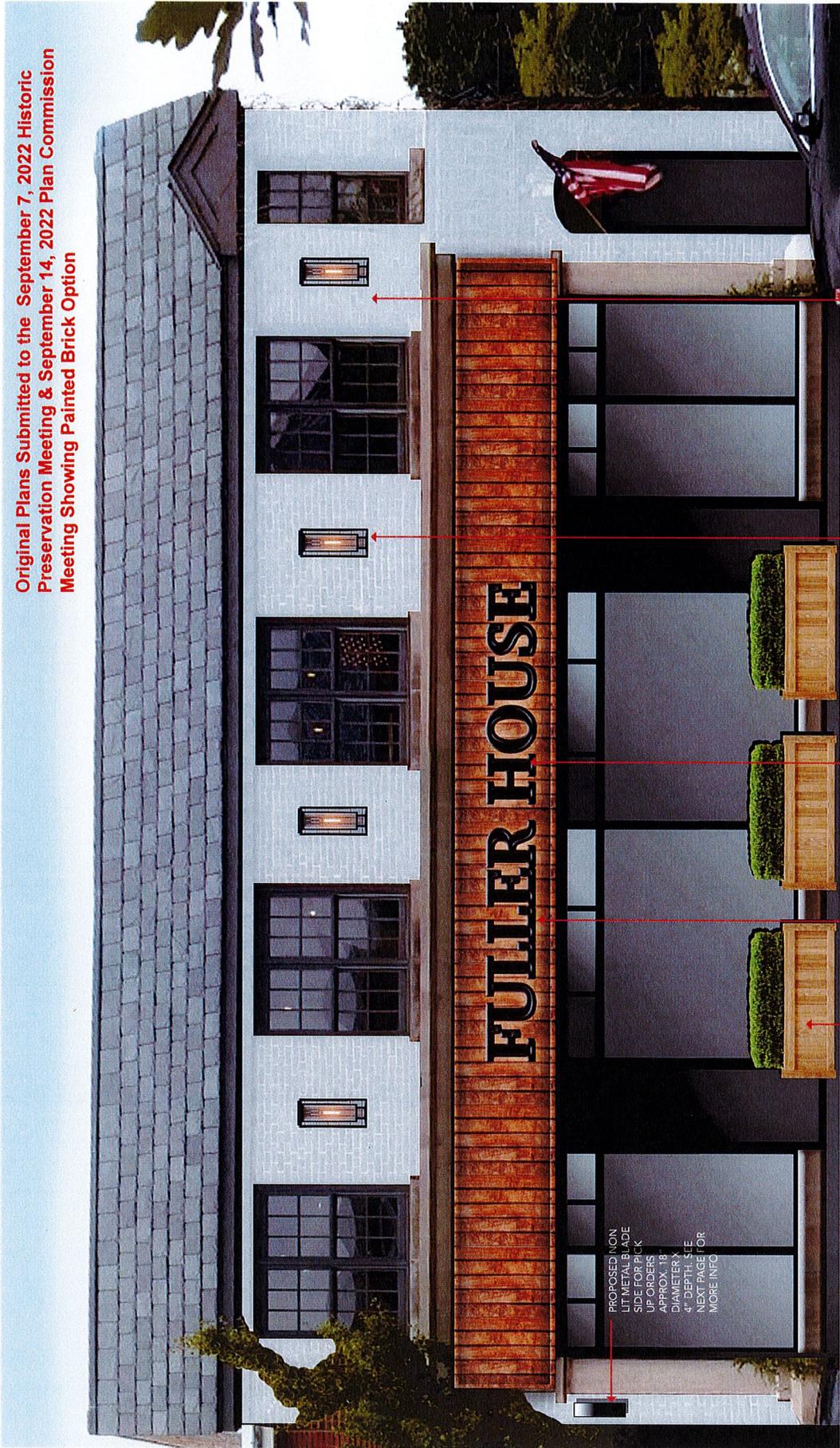
SW 7019
Gauntlet Gray
 Interior / Exterior
 Location Number: 244-06

**BUILDING ENTRY
 VESTIBULE APPLIED PAINTED
 STENCIL**

**THANK
YOU!**



Original Plans Submitted to the September 7, 2022 Historic Preservation Meeting & September 14, 2022 Plan Commission Meeting Showing Painted Brick Option



PROPOSED NON LIT METAL BLADE SIDE FOR PICK UP ORDERS APPROX. 18" DIAMETER X 4" DEPTH. SEE NEXT PAGE FOR MORE INFO

VIEW AT PROPOSED EXTERIOR FACADE REFRESH

SW 7008
Alabaster
 Interior / Exterior
 Location Number: 255-C2

EXTERIOR EXISTING BRICK TO BE PAINTED IN SHERWIN WILLIAMS ALABASTER WHITE. SEALED. SATIN FINISH.

NEW OUTDOOR EXTERIOR WALL SCONCES TO REPLACE EXISTING (S) GOOSENECK LIGHTS. (SEE OUTDOOR WALL SCONCE SPEC PROVIDED)

NEW METAL CHANNEL CUT LOGO LETTER SIGNAGE MOUNTED ON LIMESTONE BACKLIT ON DIMMER SWITCH. SIGNAGE COMPANY TO SUBMIT FOR PERMIT SEPARATELY UPON DESIGN INTENT APPROVAL & WILL PROVIDE DRAWING DETAILS AS NECESSARY.

NEW OUTDOOR PLANTER BOXES (SEE PLANTER BOX SPEC PROVIDED) NEW/RECLAIMED WOOD CLADDING FOR SIGNAGE BACKDROP. SEALED

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN EXTERIOR APPEARANCE PLAN AND SITE PLAN TO ALLOW FOR CHANGES TO THE EXTERIOR FAÇADE OF AN EXISTING BUILDING – 35 E. FIRST STREET – FULLER HOUSE

WHEREAS, Patricia Vlahos, on behalf of Fuller House (the “Applicant”), has submitted an application (the “Application”) seeking exterior appearance and site plan approval for changes to the exterior façade of the existing building located at 35 E. First Street (the “Subject Property”) in the B-2 Central Business Zoning District. Proposed improvements include painting of the existing brick on the front façade, replacement of light fixtures on the second floor, covering an existing stone band above the storefront with reclaimed wood cladding, installation of wood planter boxes to provide a barrier for the outdoor patio area, and signage (collectively, all of the foregoing are the “Proposed Improvements”). The Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof. The Proposed Improvements are depicted in the Exterior Appearance and Site Plans attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the Subject Property is currently improved with a two-story, multi-tenant commercial building. The building is classified as a Contributing Structure in the Downtown Hinsdale National Register Historic District. The Applicant is a present occupant of the building on the Subject Property; and

WHEREAS, the Application has been referred to the Plan Commission of the Village and has been processed in accordance with the Hinsdale Zoning Code (“Zoning Code”), as amended; and

WHEREAS, on September 14, 2022, the Plan Commission of the Village of Hinsdale reviewed the Application at a public meeting pursuant to notice given in accordance with the Zoning Code; and

WHEREAS, the Plan Commission, after considering all of the testimony and evidence presented at the public meeting, recommended approval of the proposed Exterior Appearance and Site Plan on a vote of five (5) ayes, and zero (0) nays, with four (4) absent, subject to the condition that the exterior brick not be painted, all as set forth in the Plan Commission’s Findings and Recommendation in this case (“Findings and Recommendation”), a copy of which is attached hereto as **Exhibit C** and made a part hereof; and

WHEREAS, the President and Board of Trustees have duly considered the Findings and Recommendation of the Plan Commission, and all of the materials, facts and circumstances affecting the Application, and find that the Application satisfies the standards established in subsection 11-604F of the Zoning Code governing site plan review, and the standards established in subsection 11-606E of

the Zoning Code governing exterior appearance review, subject to the conditions stated in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Plan Commission, a copy of which is attached hereto as **Exhibit C** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

SECTION 3: Approval of Exterior Appearance and Site Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the Exterior Appearance and Site Plans attached to, and by this reference, incorporated into this Ordinance as **Exhibit B** (the "Approved Plans"), subject to the conditions set forth in Section 4 of this Ordinance.

SECTION 4: Conditions on Approvals. The approvals granted in Section 3 of this Ordinance are expressly subject to all of the following conditions:

- A. **Compliance with Plans.** All work on the exterior of the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit B**.
- B. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.
- C. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.
- D. **No Painting of Exterior Brick.** Although originally proposed as part of the Application, approval is conditioned on the exterior brick of the building on the Subject Property not being painted.

SECTION 5: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 6: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict are hereby repealed.

SECTION 7: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2022, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk

ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE
CONDITIONS OF THIS ORDINANCE:

By: _____

Its: _____

Date: _____, 2022

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

THE EAST 50 FEET OF LOT 8 (EXCEPT THE NORTH 10 FEET) AND THE EAST 50 FEET OF LOT 11 IN BLOCK 2 IN TOWN OF HINSDALE, BEING A SUBDIVISION OF THE NORTHWEST $\frac{1}{4}$ (EXCEPT RAILROAD LANDS) OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1865, AS DOCUMENT 7738, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 09-12-129-012-0000

COMMONLY KNOWN AS: 35 E. FIRST STREET, HINSDALE, IL 60521

EXHIBIT B

APPROVED EXTERIOR APPEARANCE AND SITE PLANS

(ATTACHED)

EXHIBIT C

FINDINGS AND RECOMMENDATION OF THE PLAN COMMISSION

(ATTACHED)

**FINDINGS OF FACT AND RECOMMENDATION
OF THE HINSDALE PLAN COMMISSION
TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES**

APPLICATION: Case A-21-2022 – 35 E. First Street – Fuller House – Exterior Appearance and Site Plan Review to allow for improvements to the existing building and site located at 35 E. First Street in the B-2 Central Business District

PROPERTY: 35 E. First Street (PIN: 09-12-129-012)

APPLICANT: Patricia Vlahos, Fuller House

REQUEST: Exterior Appearance and Site Plan Review

PLAN COMMISSION (PC) REVIEW: September 14, 2022

BOARD OF TRUSTEES 1ST READING: October 4, 2022

SUMMARY OF REQUEST: The Village of Hinsdale received an application request from Patricia Vlahos, representing Fuller House, requesting approval of an Exterior Appearance and Site Plan Review to allow for changes to exterior façade and site located at 35 E. First Street in the B-2 Central Business District. Proposed changes to the building elevation on First Street include the replacement of five (5) light fixtures on the second floor, installation of wood cladding on top of the existing stone band around the storefront windows, installation of wood planter boxes along the perimeter of the recessed storefront alcove to provide a barrier for the outdoor patio area, and the painting on the concrete floor within the entry alcove. The applicant originally proposed to paint the brick on the front façade white, but has agreed to leave the brick unpainted, unless painting of the brick is allowed by the Village Board.

The proposed renderings show a conceptual wall sign and projecting sign on the front of the building facing First Street. The applicant will be required to submit a separate sign permit application for review by the Historic Preservation Commission and Plan Commission at a later date.

The existing two-story building is situated on an L-shaped lot that fronts both First Street and Garfield Street. The building consists of several tenants, including a restaurant, hardware store, martial arts fitness studio, and offices. The outdoor patio for Fuller House is located on the adjacent lot at 50 S. Garfield, formerly occupied by a restaurant (Dips & Dogs) that is now currently vacant.

The building is classified as a Contributing Structure in the Downtown Hinsdale Historic District according to the 2006 National Register of Historic Places Nomination and is Significant according to the 2003 Architectural Resources in the Downtown Survey Area. The building features Two-Part Commercial Block architecture in a Renaissance Revival style. It was designed by Walter Ewert and was constructed in 1929.

HISTORIC PRESERVATION COMMISSION MEETING SUMMARY: The project was reviewed at a public meeting at the Historic Preservation Commission on September 7, 2022. Patricia Vlahos, representing Fuller House, provided an overview of the proposed changes to the building and answered questions from the Commissioners.

Commissioners expressed concern over the painting of the brick. It was discussed that painting could damage the brick and this type of request has not been supported on other historic buildings in the downtown in the past. The applicant confirmed that there are no plans to paint the side of the building where the outdoor patio is located facing Garfield Avenue and the ivy would remain as is. There was also a discussion on installing wood cladding over the limestone around the storefront entry way. One

Commissioner noted that this can damage the limestone, but it was noted that the limestone was not original to the building based on older photos included in the packet. The applicant confirmed that there are no changes to the entrance way to the second floor or iron detailing above the door on the right side of the front façade. The proposed light fixtures are electric and will not be gas lights.

Mr. Segretto, of Zazu Salon & Day Spa, commented the proposed changes are attractive. He noted that he owns a brick building in Naperville that had been painted and agrees with the Commission on potential issues. Mr. Segretto stated that a responsible building owner needs to paint a building properly and maintain it over time, but painting can provide a contemporary look that can help make a business successful.

Overall, the Commission supported the proposed changes to the building and site, but was opposed to the applicant painting the brick.

The Historic Preservation Commission recommended approval of Case A-21-2022, an Exterior Appearance and Site Plan Review to allow for improvements to the existing building located at 35 E. First Street in the B-2 Central Business District for Fuller House, by a vote of 4-0 (3 absent), subject to the condition that the applicant does not paint the existing brick.

Following the meeting, the applicant agreed to leave the brick unpainted and submitted revised plans to the Plan Commission for review.

PLAN COMMISSION PUBLIC MEETING SUMMARY AND FINDINGS: On September 14, 2022, the request for approval of an Exterior Appearance and Site Plan Review was reviewed at a public meeting by the Plan Commission. Patricia Vlahos, representing Fuller House, provided an overview of the proposed changes to the building and answered questions from the Commissioners.

Ms. Vlahos stated that the proposed plans are intended to update the front of the building. Ms. Vlahos stated the proposed outdoor planters would be located within private property and conceptual signage designs are shown on the elevations. Signage would be submitted separately in the future for approval. The applicant also proposed changes to the lighting on the second floor.

Ms. Vlahos stated that the applicant would like to paint the brick a distressed white color, but that an alternative option has been prepared showing the brick unpainted based on the recommendation by the Historic Preservation Commission. Ms. Vlahos noted that Nabuki, located across the street, has a white painted brick building and notes were made about the renovation project for Burdi, where the brick was ultimately left unpainted.

Ms. Vlahos stated they would still like to paint the brick, if they are allowed to do so, and the proposed paint would be distressed, so the brown brick color would show through the paint. The applicant also noted that they are proposing to paint the concrete floor near the front entrance.

Commissioner Curry stated she loved the brick on this building and was strongly against the brick being painted. Commissioner Curry noted she has had past experience dealing with stripping paint off of brick off of her house. Brick spalling occurred, with damage to the brick, and she had to replace face brick, which was an expensive process. Commissioner Curry noted support for the other changes proposed and the building has a cozy appearance with the unpainted brick.

Commissioner Curry asked who owns the building. Ms. Vlahos confirmed the owner of the building was okay with the brick being painted.

Michael Segretto, from Zazu Salon & Day Spa, asked the Commission if a limestone wash would be considered as an alternative to painting the brick. Several Commissioners noted that a limestone wash would not be aesthetically preferred either.

Commissioner Curry noted that the white brick appeared to be a popular style that could be going out of style soon and stated she liked the chosen light fixtures. Although the sign permit review will be handled separately, the installation of the wood band above the storefront is included in the current submittal. Commissioner Curry noted that she did not realize the limestone band behind the sign was not original to the building.

There a discussion on the painting of the concrete flooring and future maintenance. Ms. Vlahos noted that the area will be maintained by the business. Commissioner Curry asked if there was an alternative to painting the concrete. Ms. Vlahos noted that the current concrete is distressed so the proposed painting of the stencil pattern will give the area an updated look and disguise the existing distress. Commissioner Curry expressed concern for the future wear and tear of the area is painted, particularly through the winter. Ms. Vlahos confirmed that an enclosure is set up around the entrance during the winter, the painting will be applied by professionals, and the applicant's designer has painted concrete entrances in other locations, including restaurants in Westmont and Clarendon Hills, so they are confident that maintenance issues will not be a problem.

Commissioner Krillenberger stated he supported the proposed exterior improvements, specifically noting he liked the wood area behind the proposed wall sign, the chosen light fixtures, the planter boxes, and the white paint color.

Commissioner Crnovich stated she did not want the brick to be painted white and noted that this was probably a trend. The brick is nice and fits into the appearance of the historic downtown.

Commissioner Crnovich asked if there are any changes proposed to the patio on the side of the building. Ms. Vlahos stated that they are looking to submit changes to the patio and Dips & Dogs building in the future for review and approval. Commissioner Crnovich said she is very fond of the old gas station designed by R. Harold Zook. Ms. Vlahos stated they are hoping to reopen the Dips & Dogs building in the future.

Commissioner Moore expressed support for the proposed changes, noting that he liked the proposed lighting and the conceptual sign.

Commissioner Moore asked if the planter boxes will be removed during the winter when the enclosure is installed. Ms. Vlahos confirmed they will be moved to storage during the winter out of the storefront area.

Commissioner Moore asked if the painted concrete will be slippery in the winter. Ms. Vlahos stated it will have an epoxy coat that has what appears to be sand mixed in that will prevent it from being slippery and provides traction, which is important because they will be serving food out in this area during the winter.

Chairman Cashman stated he prefers the alternative where the brick is not painted and it provides a warmer appearance to the building. Chairman Cashman stated the look ties into Pierce Tavern located in Downers Grove and the reclaimed wood connects the two separate restaurants. Chairman Cashman noted he likes the back-lit and halo-lit appearance of the conceptual wall sign and it brings out the warmth of the wood background proposed.

Commissioner Curry asked if the ironwork above the doorway on the right hand side would be altered. Ms. Vlahos confirmed that there are no changes to the existing ironwork and the designer unintentionally left these out of the building renderings.

In recommending approval of the Exterior Appearance and Site Plan Review, the Plan Commission determined the standards set forth in Section 11-604(F) and Section 11-606(F) of the Village's Zoning Code have been met. With the exception of the painting of the brick, the Commission generally expressed support for the project, noting that the proposed changes would be an improvement to the existing conditions. Commissioners noted that proposed plans met several of the standards for approval identified in the Zoning Code. The proposed planter boxes provide additional landscaping on site (Section 11-604(F)(1)(i)) and will be located within the limits of the property (Section 11-604(F)(1)(d) and (g)).

The proposed light fixtures are of a high quality design and the improvements to the façade did not appear to negatively impact the building, are respectful to the character of the existing historic façade, subject to the brick being left unpainted, and provide an update look while being consistent with the Historic Downtown District (Section 11-605(E)(1) and (2)).

No members of the public provided comment at the meeting. Staff did not receive complaints or negative feedback from members of the public prior to the meeting.

A motion to approve the Exterior Appearance and Site Plan Review was made by Commissioner Curry and seconded by Commissioner Krillenberger. The vote carried by a roll call vote as follows:

- AYES:** Commissioners Curry, Crnovich, Krillenberger, Moore, and Chairman Cashman
- NAYS:** None
- ABSTAIN:** None
- ABSENT:** Commissioners Fiascone, Hurley, Jablonski, and Willabee

RECOMMENDATIONS: Based on the findings set forth above, the Village of Hinsdale Plan Commission, by a vote of five (5) ayes and zero (0) nays, with four (4) absent, recommended to the President and Board of Trustees approval of Case A-21-2022, an Exterior Appearance and Site Plan Review to allow for façade improvements to the existing building at for 35 E. First Street in the B-2 Central Business District, subject to the condition that the exterior brick not be painted.

Signed: _____

Steve Cashman, Chair
Plan Commission
Village of Hinsdale

Date: _____



AGENDA SECTION: Consent – ACA
SUBJECT: Accounts Payable-Warrant #1765
MEETING DATE: October 4, 2022
FROM: Alison Brothen, Finance Director *AB*

Recommended Motion

Approve payment of the accounts payable for the period of September 10, 2022 through September 28, 2022 in the aggregate amount of \$741,426.75 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

Background

At each Village Board meeting the Village Treasurer submits a warrant register that lists bills to be paid and to ratify any wire transfers that have been made since the last Village Board meeting. Supporting materials for all bills to be paid are reviewed by Village Treasurer and one Village Trustee prior to the Village Board meeting.

Discussion & Recommendation

After completion of the review by the Village Treasurer and Village Trustee approval of Warrant #1765 is recommended.

Budget Impact

N/A

Village Board and/or Committee Action

Village Board agenda policy provides that the Approval of the Accounts Payable should be listed on the Consent Agenda

Documents Attached

Warrant Register #1765

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1765

FOR PERIOD September 10, 2022 through September 28, 2022

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$741,426.75 reviewed and approved by the below named officials.

APPROVED BY Alvin Bolton DATE 9/29/22
FINANCE DIRECTOR

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

**Village of Hinsdale
#1765
Summary By Fund**

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	100	438,036.73	-	438,036.73
Capital Project Fund	400	99,229.68	-	99,229.68
Water & Sewer Operations	600	21,554.40	-	21,554.40
Escrow Funds	720	38,500.00	-	38,500.00
Payroll Revolving Fund	740	4,774.27	139,237.62	144,011.89
Library Operating Fund	900	94.05	-	94.05
Total		602,189.13	139,237.62	741,426.75

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1766

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 9/16/2022	Village Payroll #19 - Calendar 2022	FWH/FICA/Medicare	\$ 98,291.03
Illinois Department of Revenue 9/16/2022	Village Payroll #19 - Calendar 2022	State Tax Withholding	\$ 20,416.74
ICMA - 457 Plans 9/16/2022	Village Payroll #19 - Calendar 2022	Employee Withholding	\$ 18,791.10
HSA PLAN CONTRIBUTION 9/16/2022	Village Payroll #19 - Calendar 2022	Employer/Employee Withholding	\$ 1,738.75
Intergovernmental Personnel Benefit Cooperative		Employee Insurance	\$ -
Illinois Municipal Retirement Fund		Employer/Employee	\$ -
Total Bank Wire Transfers and ACH Payments			<u>\$ 139,237.62</u>



Warrant Register 1765

Invoice	Description	Invoice/Amount
AFLAC-FLEXONE		
20402	Payroll Run 1 - Warrant PR2219	651.60
	Check Date 9/20/2022 Total For Check # 113726	651.60
NATIONWIDE RETIREMENT SOL		
20401	Payroll Run 1 - Warrant PR2219	525.00
	Check Date 9/20/2022 Total For Check # 113727	525.00
NATIONWIDE TRUST CO FSB		
20403	Payroll Run 1 - Warrant PR2219	3,366.90
	Check Date 9/20/2022 Total For Check # 113728	3,366.90
STATE DISBURSEMENT UNIT		
20404	Payroll Run 1 - Warrant PR2219	230.77
	Check Date 9/20/2022 Total For Check # 113729	230.77
AT&T MOBILITY		
287305163488- AUG22	PHONE CHARGES 7/26-8/25/22 PUB SAFETY	310.67
287305163488- AUG22	PHONE CHARGES 7/26-8/25/22 PUB SAFETY	827.73
287305163488- AUG22	PHONE CHARGES 7/26-8/25/22 PUB SAFETY	969.00
287305163488- AUG22	PHONE CHARGES 7/26-8/25/22 PUB SAFETY	42.21
287305163488- AUG22	PHONE CHARGES 7/26-8/25/22 PUB SAFETY	72.19
287305163654- AUG22	PHONE CHARGES-PUB WKS 7/26-8/25/22	211.05
287305163654- AUG22	PHONE CHARGES-PUB WKS 7/26-8/25/22	84.42
287305163654- AUG22	PHONE CHARGES-PUB WKS 7/26-8/25/22	42.21
287305163654- AUG22	PHONE CHARGES-PUB WKS 7/26-8/25/22	74.22
287305163654- AUG22	PHONE CHARGES-PUB WKS 7/26-8/25/22	211.05
287305163654- AUG22	PHONE CHARGES-PUB WKS 7/26-8/25/22	84.42
287305163654- AUG22	PHONE CHARGES-PUB WKS 7/26-8/25/22	168.84
287305163654- AUG22	PHONE CHARGES-PUB WKS 7/26-8/25/22	84.42
	Check Date 9/21/2022 Total For Check # 113730	3,182.43



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Invoice	Description	Invoice/Amount
BMO HARRIS BANK N.A. PYMT		
AUGUST22	MISC CHARGES AUG22	97.63
AUGUST22	MISC CHARGES AUG22	61.90
AUGUST22	MISC CHARGES AUG22	350.00
AUGUST22	MISC CHARGES AUG22	19.99
AUGUST22	MISC CHARGES AUG22	72.20
AUGUST22	MISC CHARGES AUG22	399.00
AUGUST22	MISC CHARGES AUG22	1.75
AUGUST22	MISC CHARGES AUG22	499.00
AUGUST22	MISC CHARGES AUG22	63.99
AUGUST22	MISC CHARGES AUG22	11.75
AUGUST22	MISC CHARGES AUG22	145.31
AUGUST22	MISC CHARGES AUG22	0.99
AUGUST22	MISC CHARGES AUG22	99.96
AUGUST22	MISC CHARGES AUG22	60.00
AUGUST22	MISC CHARGES AUG22	399.00
AUGUST22	MISC CHARGES AUG22	19.99
AUGUST22	MISC CHARGES AUG22	1,389.99
AUGUST22	MISC CHARGES AUG22	59.95
AUGUST22	MISC CHARGES AUG22	19.99
AUGUST22	MISC CHARGES AUG22	15.00
AUGUST22	MISC CHARGES AUG22	0.99
AUGUST22	MISC CHARGES AUG22	107.52
AUGUST22	MISC CHARGES AUG22	44.90
AUGUST22	MISC CHARGES AUG22	38.99
AUGUST22	MISC CHARGES AUG22	15.00
AUGUST22	MISC CHARGES AUG22	22.92
AUGUST22	MISC CHARGES AUG22	21.99
AUGUST22	MISC CHARGES AUG22	120.99
AUGUST22	MISC CHARGES AUG22	37.10
AUGUST22	MISC CHARGES AUG22	35.99
AUGUST22	MISC CHARGES AUG22	42.99
AUGUST22	MISC CHARGES AUG22	35.30
AUGUST22	MISC CHARGES AUG22	41.00
AUGUST22	MISC CHARGES AUG22	190.54
AUGUST22	MISC CHARGES AUG22	23.34
AUGUST22	MISC CHARGES AUG22	65.18
AUGUST22	MISC CHARGES AUG22	13.12



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Invoice	Description	Invoice/Amount
AUGUST22	MISC CHARGES AUG22	136.77
AUGUST22	MISC CHARGES AUG22	7.95
AUGUST22	MISC CHARGES AUG22	1,000.00
AUGUST22	MISC CHARGES AUG22	59.95
AUGUST22	MISC CHARGES AUG22	77.36
AUGUST22	MISC CHARGES AUG22	18.48
AUGUST22	MISC CHARGES AUG22	59.95
AUGUST22	MISC CHARGES AUG22	7.95
AUGUST22	MISC CHARGES AUG22	126.21
AUGUST22	MISC CHARGES AUG22	31.49
AUGUST22	MISC CHARGES AUG22	47.51
AUGUST22	MISC CHARGES AUG22	5.39
AUGUST22	MISC CHARGES AUG22	2.80
AUGUST22	MISC CHARGES AUG22	87.64
AUGUST22	MISC CHARGES AUG22	8.43
AUGUST22	MISC CHARGES AUG22	36.18
AUGUST22	MISC CHARGES AUG22	87.68
AUGUST22	MISC CHARGES AUG22	8.43
AUGUST22	MISC CHARGES AUG22	38.33
AUGUST22	MISC CHARGES AUG22	410.00
AUGUST22	MISC CHARGES AUG22	493.00
AUGUST22	MISC CHARGES AUG22	140.00
AUGUST22	MISC CHARGES AUG22	110.11
AUGUST22	MISC CHARGES AUG22	0.99
AUGUST22	MISC CHARGES AUG22	55.88
AUGUST22	MISC CHARGES AUG22	100.00
AUGUST22	MISC CHARGES AUG22	100.00
AUGUST22	MISC CHARGES AUG22	21.59
AUGUST22	MISC CHARGES AUG22	50.00
AUGUST22	MISC CHARGES AUG22	50.00
AUGUST22	MISC CHARGES AUG22	50.00
AUGUST22	MISC CHARGES AUG22	297.25
AUGUST22	MISC CHARGES AUG22	15.96
	Check Date 9/21/2022 Total For Check # 113731	8,388.53

COMCAST

8771201110036815	WATER 9/5-10/4/22	164.80
8771201110036807	KLM 9/5-10/4/22	111.85
8771201110036781	POLICE 9/5-10/4/22	165.90



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Invoice	Description	Invoice/Amount
8771201110036757	VILLAGE HALL 9/5-10/4/22	263.85
	Check Date 9/21/2022 Total For Check # 113732	706.40
AMERICAN EXPRESS		
8-03003-091222	MISC CHARGES-SEPT22	25.00
8-03003-091222	MISC CHARGES-SEPT22	-0.25
	Check Date 9/22/2022 Total For Check # 113733	24.75
AT & T		
63032338639258	VEECK PARK WP-9/13-10/12/22	489.13
	Check Date 9/22/2022 Total For Check # 113734	489.13
COMCAST		
8771201110009242	POLICE/FIRE 9/16-10/15/22	77.68
8771201110009242	POLICE/FIRE 9/16-10/15/22	77.68
8771201110037136	POOL 9/4-10/3/22	154.80
	Check Date 9/22/2022 Total For Check # 113735	310.16
TOSHIBA FINANCIAL SERVICE		
482254059	COPIER LEASE COM DEV/PARKS 9/6-10/6/22	192.50
482254059	COPIER LEASE COM DEV/PARKS 9/6-10/6/22	82.50
	Check Date 9/22/2022 Total For Check # 113736	275.00
DANCER, CHRISTIAN		
27060	CONT BD-211 N LINCOLN #27060	3,000.00
	Check Date 9/23/2022 Total For Check # 113737	3,000.00
A BLOCK MARKETING INC		
LC00067618	WOODCHIP DISPOSAL	30.00
LC00067769	WOODCHIP DISPOSAL	30.00
LC00067768	LOG DISPOSAL	30.00
LC00067870	WOODCHIP DISPOSAL	30.00
LC00067941	WOODCHIP DISPOSAL	30.00
LC00068149	LOG DISPOSAL	30.00
LC00068185	LOG DISPOSAL	30.00
	Check Date 9/28/2022 Total For Check # 113738	210.00
AIR ONE EQUIPMENT		
184696	UNIFORM-FIRE BOOTS	509.00
185135	3 FIRE HELMETS	912.00
	Check Date 9/28/2022 Total For Check # 113739	1,421.00



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Invoice	Description	Invoice/Amount
ALEXANDER EQUIPMENT		
191775	SAW CHAINS & PARTS	387.05
	Check Date 9/28/2022 Total For Check # 113740	387.05
APEX LANDSCAPING INC		
1006510	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	665.00
1006510	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	5,220.00
1006510	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	17,380.00
92649	2022 LANDSCAPE MAINTENANCE CONTRACT VOB 4/12/22	165.00
92709	REBUILD RAIN GARDEN	4,843.01
92711	REBUILD 2 RAIN GARDENS	12,987.78
92710	REBUILD 2 RAIN GARDENS	6,921.48
	Check Date 9/28/2022 Total For Check # 113741	48,182.27
ASCEND TECHNOLOGIES LLC		
INV012673	IT SECURITY SUITE VOB 2/4/20 YEAR 3 OF 3	21,717.60
	Check Date 9/28/2022 Total For Check # 113742	21,717.60
ATLANTIC OCCUPSYCH INC		
2021-004	PSYC EVALATION	415.00
	Check Date 9/28/2022 Total For Check # 113743	415.00
AXON ENTERPRISES, INC		
INUS092830	TASER INSTUCTOR TRAINING- DZIERZEGA	375.00
	Check Date 9/28/2022 Total For Check # 113744	375.00
BACKGROUNDS ONLINE		
545198	BACKGROUND CHECKS	508.55
	Check Date 9/28/2022 Total For Check # 113745	508.55
BATTERY SERVICE CORP		
0092014	BATTERY-CONCRETE SAW	135.50
	Check Date 9/28/2022 Total For Check # 113746	135.50
BRAVO SERVICES, INC		
213	AUG22 CLEANING SVC	2,300.00
213	AUG22 CLEANING SVC	350.00
213	AUG22 CLEANING SVC	225.00
213	AUG22 CLEANING SVC	675.00
213	AUG22 CLEANING SVC	1,250.00



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Invoice	Description	Invoice/Amount
213	AUG22 CLEANING SVC	1,275.00
	Check Date 9/28/2022 Total For Check # 113747	6,075.00
BUILDERS PAVING LLC		
2100604	2021 MAINT PROJ-PAY #4 BOT 3/2/21	52,432.81
	Check Date 9/28/2022 Total For Check # 113748	52,432.81
CCP INDUSTRIES INC		
IN03093477	PPE BOOTS	95.89
IN03093477	PPE BOOTS	95.90
IN03092526	PPE RAIN GEAR	300.00
IN03092526	PPE RAIN GEAR	248.22
IN03092526	PPE RAIN GEAR	200.00
	Check Date 9/28/2022 Total For Check # 113749	940.01
CHANDLER SERVICES, INC		
28779	E84 EMERGENCY REPAIR	3,495.03
	Check Date 9/28/2022 Total For Check # 113750	3,495.03
CHICAGO ARTISAN ROASTERS		
1152	COFFEE	45.00
1155	COFFEE- BREAKROOM SUPPLIES	45.00
	Check Date 9/28/2022 Total For Check # 113751	90.00
CHICAGO LOVES DANCE		
HWSM2022	JUNE-AUGUST DANCE CLASSES	1,913.80
	Check Date 9/28/2022 Total For Check # 113752	1,913.80
CHICAGO PARTS & SOUND LLC		
4021	INSTALL NEW DOCKING STATION SQUAD 23	225.00
	Check Date 9/28/2022 Total For Check # 113753	225.00
CLEAN SOILS CONSULTING		
19475	SAMPLE MAINBREAK SPOILS TO OBTAIN 663 FORM	2,283.75
	Check Date 9/28/2022 Total For Check # 113754	2,283.75
CLEANSWEEP		
PS481022	STREET SWEEPING	1,504.28
PS481251	STREET SWEEPING	1,097.14
	Check Date 9/28/2022 Total For Check # 113755	2,601.42
COEO SOLUTIONS		
1076425	HIGH SPEED INTERNET 9/1-9/30/22	1,342.95
	Check Date 9/28/2022 Total For Check # 113756	1,342.95



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Invoice	Description	Invoice/Amount
COLLEY ELEVATOR COMPANY		
230136	ELEVATOR TEST-WATER PLANT	505.00
231169	VH-MEM HALL ELEVATOR INSPECT	560.00
231168	KLM ELEVATOR INSPECT	280.00
231178	PD ELEVATOR INSPECT	280.00
	Check Date 9/28/2022 Total For Check # 113757	1,625.00
COMED		
0015093062	57TH STREET	109.91
0075151076	ELEANOR PARK	308.46
0203017056	WARMING HOUSE/PADDLE HUT	231.92
0203065105	CHESTNUT PARKING	32.74
0395122068	STREET LIGHTS	37.86
0417073048	314 SYMONDS DR	90.57
0427019145	PD CAMERA	32.78
0471095066	FOUNTAIN	212.10
0499147045	BURLINGTON	30.89
0651102260	PD CAMERA	31.96
0825110049	PD CAMERA	29.91
1507053046	PD CAMERA	28.25
1993023010	RADIO EQUIPMENT FD	107.26
2378029015	WASHINGTON	30.13
2425068008	VEECK PARK	2,233.68
3454039030	VEECK PARK-WP	317.26
6583006139	BURLINGTON PARK	90.64
7011378007	PIERCE PARK	122.26
7093551008	KLM LODGE	988.22
7093551008	KLM LODGE	247.05
8521083007	ROBBINS PARK	105.54
8521342001	TRAIN STATION	117.37
8521400008	WATER PLANT	36.88
8605174005	BROOK PARK	67.57
8605437007	POOL	3,404.47
8689206002	ELEANOR PARK	27.50
	Check Date 9/28/2022 Total For Check # 113758	9,073.18
COMED		
0381057101	CLOCK TOWER	26.34
0639032045	ROBBINS PARK	0.01
0697168013	STREET LIGHTS	22.64



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Invoice	Description	Invoice/Amount
1107024145	LANDSCAPE LIGHTS 650	25.37
2195166237	PD CAMERA	23.16
2771151012	PD CAMERA	0.29
7011157008	NS CBQ RR	27.27
7011481018	WALNUT ST	24.31
7261620005	SAFETY TOWN	20.09
8689640004	BURNS FIELD	20.22
	Check Date 9/28/2022 Total For Check # 113759	189.70
COMED-6112		
1653148069	TRAFFIC SIGNALS 7/28-8/26/22	34.39
	Check Date 9/28/2022 Total For Check # 113760	34.39
CONSTELLATION NEWENERGY		
3564998	GAS BILLS 8/1-8/31/22	143.89
3564998	GAS BILLS 8/1-8/31/22	143.88
3564998	GAS BILLS 8/1-8/31/22	222.29
3564998	GAS BILLS 8/1-8/31/22	263.96
3564998	GAS BILLS 8/1-8/31/22	736.99
3564998	GAS BILLS 8/1-8/31/22	243.51
	Check Date 9/28/2022 Total For Check # 113761	1,754.52
CORE & MAIN LP		
R007223	TAP SERVICES SUPPLIES	1,486.89
R305433	CREDIT RETURNED ITEMS	-157.38
R007044	WATER TAP MATERIAL	860.64
R305344	CREDIT RETURNED	-105.24
R474541	WATER METERS & MXO'S	6,784.00
	Check Date 9/28/2022 Total For Check # 113762	8,868.91
CREATIVE PRODUCT SOURCING		
147650	DARE SUPPLIES	991.46
	Check Date 9/28/2022 Total For Check # 113763	991.46
DUPAGE COUNTY CHILDRENS		
HI023	MUNICIPAL CONTRIBUTION	3,500.00
	Check Date 9/28/2022 Total For Check # 113764	3,500.00
DUPAGE COUNTY DIV OF TRAN		
5026	NO PARKING SIGNS (PD REQUEST)	372.12
	Check Date 9/28/2022 Total For Check # 113765	372.12



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Invoice	Description	Invoice/Amount
EQUIPMENT MANAGEMENT CO.		
61166	ANNUAL INSPECTIONS	1,012.50
	Check Date 9/28/2022 Total For Check # 113766	1,012.50
ETP LABS, INC		
22-52696	VEECK CSO SAMPLE OVERFLOW	360.00
22-136090	MONTHLY BACTERIA SAMPLES-JULY22	288.00
	Check Date 9/28/2022 Total For Check # 113767	648.00
FACTORY MOTOR PARTS CO		
60-346230	OIL & FILTERS M84/M85 WIPER BLADES F250'S	123.39
60-346230	OIL & FILTERS M84/M85 WIPER BLADES F250'S	61.35
50-4069579	WINDSHIELD WASHER FLUID	150.99
60-346499	SPARK PLUGS & GASKET #844	32.04
1-7947375	WIPER BLADES-PATROL SUV'S	27.27
	Check Date 9/28/2022 Total For Check # 113768	395.04
FIRESTONE STORES		
141586	VEH. MAINT-TIRES x 2 SQUAD #41	262.70
	Check Date 9/28/2022 Total For Check # 113769	262.70
FLEET SAFETY SUPPLY		
79667	E-84 AUTO EJECT	847.15
	Check Date 9/28/2022 Total For Check # 113770	847.15
FOSTER'S TEST LANE LLC		
40462	SAFETY LANE UNIT #21	60.00
	Check Date 9/28/2022 Total For Check # 113771	60.00
FREEWAY FORD TRUCK SALES		
558667	WHEEL STUDS #M84	69.16
	Check Date 9/28/2022 Total For Check # 113772	69.16
FULLERS HOME & HARDWARE		
AUGUST22	MISC HARDWARE AUG22	9.72
AUGUST22	MISC HARDWARE AUG22	15.09
AUGUST22	MISC HARDWARE AUG22	18.00
AUGUST22	MISC HARDWARE AUG22	3.35
AUGUST22	MISC HARDWARE AUG22	10.06
AUGUST22	MISC HARDWARE AUG22	18.01
AUGUST22	MISC HARDWARE AUG22	7.19
AUGUST22	MISC HARDWARE AUG22	6.10
AUGUST22	MISC HARDWARE AUG22	13.48



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Invoice	Description	Invoice/Amount
	Check Date 9/28/2022 Total For Check # 113773	101.00
GRAINGER, INC.		
9412992753	CAPACITORS FOR VEECK PARK LIGHTING	863.85
	Check Date 9/28/2022 Total For Check # 113774	863.85
GRANICUS		
152203	LIVE STREAM 6/11-9/10/22	1,260.75
	Check Date 9/28/2022 Total For Check # 113775	1,260.75
HOME DEPOT CREDIT SERVICE		
091322	MISC HARDWARE & TOOLS	62.51
091322	MISC HARDWARE & TOOLS	142.16
091322	MISC HARDWARE & TOOLS	67.25
091322	MISC HARDWARE & TOOLS	119.93
091322	MISC HARDWARE & TOOLS	44.44
	Check Date 9/28/2022 Total For Check # 113776	436.29
HR GREEN INC		
153382	PAVEMENT MGMT STUDY-MASTER INFRAS PLAN PAY #6	6,732.00
154061	PAVEMENT MGMT STUDY-MASTER INFRAS PLAN- PAY #7	1,358.00
153393	2022 MAINT RESURFACING CONST OBSERVATION- PAY #1	9,091.61
154017	2022 MAINT RESURF CONST OBSERV-PAY #1 BOT 11/11/21	28,231.26
154769	2022 MAINT RESURF CONST OBSERV-PAY #3	1,384.00
154939	ALLEY PLAT-902 S MONROE ST	500.00
	Check Date 9/28/2022 Total For Check # 113777	47,296.87
HUGHES ENVIRONMENTAL CONSULTING INC		
121	VEECK CSO OPERATOR MONTH FEE-AUG22	400.00
	Check Date 9/28/2022 Total For Check # 113778	400.00
ILLCO, INC.		
2564652	BOILER REPAIR WATER PLANT	34.06
2564380	BOILER SERVICE WATER PLANT	131.36
2564506	BOILER SERVICE KLM	124.21
	Check Date 9/28/2022 Total For Check # 113779	289.63
INDUSTRIAL ELECTRIC SUPPLY		
S100015299.001	SENSOR BATTERIES REPLACEMENT	61.93
S100015221.001	KLM LODGE LAMPS	12.86
	Check Date 9/28/2022 Total For Check # 113780	74.79



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Invoice	Description	Invoice/Amount
INTERSTATE BATTERY SYSTEM		
319796	BATTERY FOR POOL PRESS WASHER	153.00
10076352	BATTERY #831	119.00
	Check Date 9/28/2022 Total For Check # 113781	272.00
INTL ASSOC ELECTRICAL INSPECTORS		
090122	IAEI ANNUAL DUES 2022	120.00
	Check Date 9/28/2022 Total For Check # 113782	120.00
IRMA		
IVC0011961	STORAGE TANK COVERAGE	380.02
IVC0011961	STORAGE TANK COVERAGE	66.02
SALES0020345	JULY DEDUCTIBLE	100.00
SALES0020345	JULY DEDUCTIBLE	5,484.48
SALES0020345	JULY DEDUCTIBLE	699.61
SALES0020266	JUNE DEDUCTIBLE	19,777.02
SALES0020266	JUNE DEDUCTIBLE	1,222.89
SALES0020266	JUNE DEDUCTIBLE	1,355.50
SALES0020266	JUNE DEDUCTIBLE	94.05
	Check Date 9/28/2022 Total For Check # 113783	29,179.59
ITOA		
02982	TACTICAL PISTOL & RIFLE COURSE	290.00
	Check Date 9/28/2022 Total For Check # 113784	290.00
J NARDULLI CONCRETE		
20220823	PAVEMENT PATCHING	5,850.00
	Check Date 9/28/2022 Total For Check # 113785	5,850.00
JENTEL, MICHAEL		
174	MEM HALL-CLOCK FACE TOWER CLEANUP	880.00
	Check Date 9/28/2022 Total For Check # 113786	880.00
K-FIVE CONSTRUCTION CORP		
40465	HOT PATCH	460.20
42073	HOT PATCH	424.35
42243	HOT PATCH	280.14
	Check Date 9/28/2022 Total For Check # 113787	1,164.69
KATHLEEN W BONO CSR		
8980	#A-16-2022 & #A-03-2022	307.45
8980	#A-16-2022 & #A-03-2022	691.75
	Check Date 9/28/2022 Total For Check # 113788	999.20



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Invoice	Description	Invoice/Amount
KLEIN, THORPE, JENKINS LTD		
228525-228531	LEGAL FEES THRU 8/31/22	11,354.67
	Check Date 9/28/2022 Total For Check # 113789	11,354.67
LAKE VIEW NATURE CENTER		
JULY-AUG 22	JULY/AUGUST PROGRAM	912.60
	Check Date 9/28/2022 Total For Check # 113790	912.60
MENARDS		
3743	MORTAR FOR TUCKPOINTING HIGHLAND STATION	23.84
03986	GATE REPAIR AT KLM	8.99
	Check Date 9/28/2022 Total For Check # 113791	32.83
MIKE LASLO LANDSCAPING		
27289	CONT BD-541 WALKER #27289	1,000.00
	Check Date 9/28/2022 Total For Check # 113792	1,000.00
MORNING NOON & NIGHT PLUMBING & SEWER INC		
29653	MB FLOODING ISSUE-STORM WATER LINE	850.00
	Check Date 9/28/2022 Total For Check # 113793	850.00
MQ FARMS		
FALL FEST 2022	FALL FESTS SUPPLIES	1,274.00
	Check Date 9/28/2022 Total For Check # 113794	1,274.00
NAMEPLATE & PANEL TECH		
279500	TRIBUTE TREE TAGS	54.50
	Check Date 9/28/2022 Total For Check # 113795	54.50
NAPA AUTO PARTS		
4343-795820	HYD OIL/CARB CLEANER #29	84.50
4343-795820	HYD OIL/CARB CLEANER #29	53.88
4343-797505	DIFFERENTIAL OIL #M84	21.98
4343-795897	HYD OIL #29	84.50
4343-795393	BLUE LOCTITE/BRAKE CLEANER-SHOP SUPPLIES	70.47
6306-650744	DEF FOR VEHICLES	93.74
	Check Date 9/28/2022 Total For Check # 113796	409.07
NICOR GAS		
13270110003	350 N VINE-8/16-9/15/22	158.98
12952110000	5905 S COUNTY LINE-8/17-9/16/22	56.57
06677356575	PLATFORM TENNIS-8/17-9/16/22	429.75
38466010006	121 SYMONDS-8/16-9/15/22	89.57
38466010006	121 SYMONDS-8/16-9/15/22	89.56



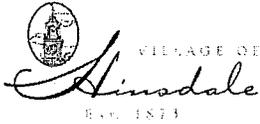
Warrant Register 1765

Invoice	Description	Invoice/Amount
90077900000	YOUTH CENTER-8/16-9/15/22	79.13
	Check Date 9/28/2022 Total For Check # 113797	903.56
NORTH EAST MULTI-REGIONAL		
310167	TRAINING- SWARD	150.00
	Check Date 9/28/2022 Total For Check # 113798	150.00
NUCO2 INC		
70868607	POOL CHEMICALS	735.24
708908657	POOL CHEMICALS	210.08
	Check Date 9/28/2022 Total For Check # 113799	945.32
O'LEARY'S CONTRACTORS EQUIP & SUPPLY		
434883	PARTS FOR STIHL SAW REPAIR	60.81
	Check Date 9/28/2022 Total For Check # 113800	60.81
AN, CHRISTY		
256335	CLASS CANCELLED	165.00
	Check Date 9/28/2022 Total For Check # 113801	165.00
ATASSI, GHAZEL		
26690	KLM SECURITY DEP-EN200524 #26690	500.00
	Check Date 9/28/2022 Total For Check # 113802	500.00
BARRERO, JULIE		
25973	KLM SECURITY DEP-EN220827 #25973	500.00
	Check Date 9/28/2022 Total For Check # 113803	500.00
BARRETT, ALAN		
27193	CONT BD-205 W 59TH ST #27193	1,500.00
	Check Date 9/28/2022 Total For Check # 113804	1,500.00
BOMBA, ELLEN		
26519	KLM SECURITY DEP-EN220827 #26519	500.00
	Check Date 9/28/2022 Total For Check # 113805	500.00
BUSSE, CYNTHIA		
256364	WITHDREW FROM JR LIFEGUARD PROGRAM	95.00
	Check Date 9/28/2022 Total For Check # 113806	95.00
BYRNE AND SONS BUILDERS		
26236	CONT BD-17 ULM #26236	10,000.00
	Check Date 9/28/2022 Total For Check # 113807	10,000.00
BYRNE AND SONS BUILDERS		
26235	ST MGMT-17 ULM PLACE #26235	3,000.00
	Check Date 9/28/2022 Total For Check # 113808	3,000.00



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Invoice	Description	Invoice/Amount
CARMEUSE AMERICAS		
26587	KLM SECURITY DEP-EN2208116 #26587	250.00
	Check Date 9/28/2022 Total For Check # 113809	250.00
EP DOYLE & SON LLC		
28595	CONT BD-26-30 E FIRST #28595	1,000.00
	Check Date 9/28/2022 Total For Check # 113810	1,000.00
HANLEY, EILEEN		
27078	CONT BD-5831 S GRANT #27078	5,000.00
	Check Date 9/28/2022 Total For Check # 113811	5,000.00
HB BUILDERS		
26424	ST MGMT-243 S BODIN #26424	3,000.00
	Check Date 9/28/2022 Total For Check # 113812	3,000.00
HB BUILDERS LLC		
26423	CONT BD-243 S BODIN #26423	10,000.00
	Check Date 9/28/2022 Total For Check # 113813	10,000.00
HODSON, CANDICE		
256346	CLASS CANCELLED	43.00
	Check Date 9/28/2022 Total For Check # 113814	43.00
KUCHAN, SHARON		
25926	KLM SECURITY DEP-EN220902 #25926	500.00
25926	KLM SECURITY DEP-EN220902 #25926	-250.00
	Check Date 9/28/2022 Total For Check # 113815	250.00
LI, SONGSONG		
256336	CLASS CANCELLED	112.00
	Check Date 9/28/2022 Total For Check # 113816	112.00
LIGHT, MEGAN		
256294	CLASS CANCELLATION	72.00
	Check Date 9/28/2022 Total For Check # 113817	72.00
MCLAUGHLIN, EILEEN		
26581	KLM SECURITY DEP-EN220828 #26581	250.00
	Check Date 9/28/2022 Total For Check # 113818	250.00
NAVARRO, KARLI		
256338	CLASS CANCELLED	90.00
	Check Date 9/28/2022 Total For Check # 113819	90.00



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Invoice	Description	Invoice/Amount
ROBERTS, EMILY		
256337	CLASS CANCELLED	112.00
	Check Date 9/28/2022 Total For Check # 113820	112.00
ROBINSON, SHAULIA		
26592	KLM SECURITY DEP-EN230520 #26592	500.00
26592	KLM SECURITY DEP-EN230520 #26592	-50.00
	Check Date 9/28/2022 Total For Check # 113821	450.00
TESKA, RICHARD		
24622	CONT BD-5800 S GARFIELD #24622	500.00
	Check Date 9/28/2022 Total For Check # 113822	500.00
WARNERS DECKING INC		
27107	CONT BD-5609 S WASHINGTON #27107	500.00
	Check Date 9/28/2022 Total For Check # 113823	500.00
ORBIS SOLUTIONS		
5573549	IT SERVICES/HIGH SPEED INTERNET 9/1-9/30/22	14,156.32
5573549	IT SERVICES/HIGH SPEED INTERNET 9/1-9/30/22	1,800.00
5573620	SET UP SYSTEM-BOARD MTG 9/21/22	600.00
	Check Date 9/28/2022 Total For Check # 113824	16,556.32
PEERLESS NETWORK, INC		
558111	PHONE CHARGES 9/15-10/14/22	50.48
558111	PHONE CHARGES 9/15-10/14/22	254.77
558111	PHONE CHARGES 9/15-10/14/22	308.85
558111	PHONE CHARGES 9/15-10/14/22	201.93
558111	PHONE CHARGES 9/15-10/14/22	233.18
558111	PHONE CHARGES 9/15-10/14/22	199.95
	Check Date 9/28/2022 Total For Check # 113825	1,249.16
PLAQUES PLUS		
G0615-81	BENCH DONATION PLAQUE	113.52
	Check Date 9/28/2022 Total For Check # 113826	113.52
POMPS TIRE SERVICE, INC.		
470090800	LEFT REAR DRIVE TIRE #4	418.60
	Check Date 9/28/2022 Total For Check # 113827	418.60
RAY O'HERRON CO INC		
2220361	UNIFORM ALLOW	5.00
2214054	UNIFORM ALLOW	143.77
	Check Date 9/28/2022 Total For Check # 113828	148.77



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Invoice	Description	Invoice/Amount
RED WING BUSINESS ADVANTA		
121458	UNIFORM ALLOW	210.18
121459	UNIFORM ALLOW	145.19
121642	UNIFORM ALLOW	145.19
	Check Date 9/28/2022 Total For Check # 113829	500.56
ROSENBAUER MINNESOTA LLC		
55710	SOLE SOURCE-T84 ANNUAL TESTING & CERTIFICATION	4,000.00
	Check Date 9/28/2022 Total For Check # 113830	4,000.00
RYDIN SIGN & DECAL		
397906	2023 TEMPORARY HCHT	162.80
	Check Date 9/28/2022 Total For Check # 113831	162.80
SANGHERA, JASMEET		
20035870	PARAMEDIC RENEWAL	41.00
	Check Date 9/28/2022 Total For Check # 113832	41.00
SEDLACEK, JAMES		
091022	UNIFORM ALLOW	88.71
	Check Date 9/28/2022 Total For Check # 113833	88.71
SOUTH SIDE CONTROL SUPPLY		
S100798235.001	BOILER HEAT-REPAIR-KLM	509.40
	Check Date 9/28/2022 Total For Check # 113834	509.40
STEPHEN A LASER ASSOC		
2007341	PROF SVCS-PANEL INTERVIEWS	5,000.00
2007342	PROF SVCS-FIRE ASSESSMENT	2,550.00
2007117	PROF SVCS-FIRE ASSESSMENT	550.00
	Check Date 9/28/2022 Total For Check # 113835	8,100.00
STERLING CODIFIERS INC		
19225	AUG 2022 S-6 EDITING ORD 02022-16	44.00
	Check Date 9/28/2022 Total For Check # 113836	44.00
STEVE PIPER & SONS		
20175	STUMP REMOVAL & RESTORATION	3,262.50
20166	EMERGENCY TREE WORK	614.70
	Check Date 9/28/2022 Total For Check # 113837	3,877.20
SZAFLARSKI, NINA-PETTY CASH		
AUGUST 2022 REIMB	AUGUST 2022 REIMB	423.47
AUGUST 2022 REIMB	AUGUST 2022 REIMB	56.60



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Invoice	Description	Invoice/Amount
	Check Date 9/28/2022 Total For Check # 113838	480.07
T-MOBILE USA INC		
9505714675	GPS LOCATE/TIMING	25.00
9507327282	GPS LOCATE	25.00
9507327289	GPS LOCATE	100.00
9505714674	GPS LOCATE/ADVANCE	25.00
9507528724	GPS LOCATOR	100.00
	Check Date 9/28/2022 Total For Check # 113839	275.00
THE LAW OFFICES OF AARON H. REINKE		
H-9-22-2022	ADMIN HEARINGS-TOWINGS	200.00
	Check Date 9/28/2022 Total For Check # 113840	200.00
THE STEVENS GROUP		
0159737	WATER SERVICE CHANGE FORMS	273.26
0153106	BUSINESS CARDS	147.49
0153106	BUSINESS CARDS	49.16
0160336	LETTERHEAD PAPER	616.41
	Check Date 9/28/2022 Total For Check # 113841	1,086.32
THIRD MILLENIUM		
28156	UTILITY BILLING/BUCKSLIP FALL PROGRAMS	1,186.80
28156	UTILITY BILLING/BUCKSLIP FALL PROGRAMS	112.86
28156	UTILITY BILLING/BUCKSLIP FALL PROGRAMS	476.56
	Check Date 9/28/2022 Total For Check # 113842	1,776.22
THOMPSON ELEVATOR INSPEC		
22-2123	ELEVATOR INSPECT-AUG22	250.00
22-2123	ELEVATOR INSPECT-AUG22	125.00
22-2123	ELEVATOR INSPECT-AUG22	125.00
22-2123	ELEVATOR INSPECT-AUG22	125.00
22-1738	3RD PTY ELEVATOR INSP/RW	100.00
	Check Date 9/28/2022 Total For Check # 113843	725.00
THOMSON REUTERS WEST		
846943172	ONLINE SUBSCRIPTION 8/1/22-8/31/22	240.01
	Check Date 9/28/2022 Total For Check # 113844	240.01
TOSHIBA FINANCIAL SERVICE		
482751823	COPIER LEASE ADMIN-9/13-10/13/22	275.00
	Check Date 9/28/2022 Total For Check # 113845	275.00
TOTAL PARKING SOLUTIONS		
105926	WEB MONITORING- GARFIELD LOTS 10/06/22-10/05/23	1,920.00



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Invoice	Description	Invoice/Amount
105925	MAINT.CONTRACT - GARFLIED LOTS 10/06/22-10/05/23	2,760.00
105886	CONVERSION KITS	12,360.00
	Check Date 9/28/2022 Total For Check # 113846	17,040.00
TPI BLDG CODE CONSULTANT		
202208	3RD PTY PLUMBING INSP AUG-22	2,250.00
	Check Date 9/28/2022 Total For Check # 113847	2,250.00
TRESSLER, LLP		
451436	PROF FEES THRU 8/31/22	5,394.50
	Check Date 9/28/2022 Total For Check # 113848	5,394.50
TRITON ELECTRONICS, INC		
7605	RADAR CALIBRATION	60.00
	Check Date 9/28/2022 Total For Check # 113849	60.00
US GAS		
393774	OXYGEN FOR AMBULANCE	108.26
	Check Date 9/28/2022 Total For Check # 113850	108.26
VEIKOS, JIM		
449050	DJ EVENT 10/15/22	300.00
	Check Date 9/28/2022 Total For Check # 113851	300.00
VILLAGE OF LEMONT		
2023-00000029	RANGE RENTAL	100.00
	Check Date 9/28/2022 Total For Check # 113852	100.00
VILLAGE OF WESTERN SPRING		
113110A	SUMMER SPANISH PROGRAM	283.98
	Check Date 9/28/2022 Total For Check # 113853	283.98
VILLAGE TRUE VALUE HDWE		
252072	CLEAR TUBING FOR M20 TANK	3.48
	Check Date 9/28/2022 Total For Check # 113854	3.48
WAREHOUSE DIRECT INC		
5322786-0	OFFICE & KITCHEN SUPPLIES	275.67
5322786-0	OFFICE & KITCHEN SUPPLIES	23.84
5322786-0	OFFICE & KITCHEN SUPPLIES	23.84
5321194-0	FRONT DESK FACE MASKS	82.90
5317898-0	OFFICE SUPPLIES	107.43
5322714-0	JANITORIAL SUPPLIES	94.63
5314575-0	JANITORIAL SUPPLIES	143.22
5332911-0	LODGE EVENT SUPPLIES	78.18



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Invoice	Description	Invoice/Amount
5331657-0	LODGE JANITORIAL SUPPLIES	280.79
	Check Date 9/28/2022 Total For Check # 113855	1,110.50
WILLOWBROOK FORD INC		
5159412	WIPER BLADES-#27	25.04
	Check Date 9/28/2022 Total For Check # 113856	25.04
WINSTON & STRAWN		
2874606	LEGAL SERVICES THRU 5/31/22	125,716.89
2875658	LEGAL SERVICES THRU 6/30/22	67,180.57
	Check Date 9/28/2022 Total For Check # 113857	192,897.46
WINTER EQUIPMENT		
QT31733	CURB SHOES	787.16
	Check Date 9/28/2022 Total For Check # 113858	787.16
WODKA, MARK		
08132022	LUNCH FOR STAFF	39.83
	Check Date 9/28/2022 Total For Check # 113859	39.83
	Total For ALL Checks	602,189.13



Warrant Summary by Fund:

RECAP BY FUND	FUND NUMBER	FUND TOTAL
GENERAL FUND	100	438,036.73
CAPITAL PROJECTS FUND	400	99,229.68
WATER & SEWER OPERATIONS FUND	600	21,554.40
ESCROW FUND	720	38,500.00
PAYROLL REVOLVING FUND	740	4,774.27
LIBRARY OPERATIONS	900	94.05
	TOTALS:	602,189.13

END OF REPORT

**REQUEST FOR BOARD ACTION**
Public Services & Engineering

AGENDA SECTION: Consent Agenda - EPS

SUBJECT: Holiday Lighting and Decorating Extension (Year-3)

MEETING DATE: October 4, 2022

FROM: Rich Roehn, Superintendent of Public Services
Garrett Hummel, Management Analyst

Recommended Motion

Award year three of contract #1673 for holiday lighting & decorating to McFarlane Douglass & Companies, in the amount of \$32,535.

Background

In July 2020, Public Services staff solicited sealed bids for the 2020 Holiday Lighting & Decorating contract. The bid package for the holiday lighting program included having lights and decorations installed at the following Village areas: Memorial Building grounds, Burlington Park, Brush Hill Train Station and the downtown street trees.

Discussion & Recommendation

Public Services staff recommends McFarlane Douglass & Companies for the 2022 holiday lighting and decorating. McFarlane Douglass & Companies was the Village's contractor for last year's Holiday Lighting and Decorating contract and Public Services staff was satisfied with their performance. McFarlane Douglass has agreed to the contract extension and will maintain the base bid pricing from last year.

Late last season, Public Services staff received a request from the Economic Development Commission (EDC) to update/improve the fountain and decoration designs in Burlington Park. After meeting with staff, McFarlane Douglass developed a concept that was well received by Village residents and businesses. Because of the late changes to the park's design, staff did not receive feedback on the new design in time to include the additional costs in the CY 2022 Budget.

Budget Impact

The Village uses funds from the Administration/Economic Development Department (Account 1200-7505) for holiday lighting and decorating expenses. The base bid proposal of \$21,995 from McFarlane Douglass & Companies plus the \$10,540 proposal for the Burlington Park fountain and tree decorations is \$4,535 over the budgeted amount of \$28,000. This is the final year of the holiday lighting contract. Staff will include these design changes in next year's bid packet and budget accordingly. The EDC's budget is funded through the Village's Places for Eating Tax which is currently trending 5% over budget and is estimated to end the year between 4-5% above the annual budgeted amount. This would cover the additional \$4,535 being requested for the Burlington Park decorations.

Village Board and/or Committee Action

At their meeting of September 20, 2022, the Board agreed to move this to the Consent Agenda of their next meeting.

Documents Attached

1. McFarlane Douglass & Companies Bid Proposal
2. McFarlane Douglass Year-3 Extension Letter
3. McFarlane Douglass Additional Decorations in Burlington Park Proposal

EXHIBIT D

To The Honorable President and Board of Trustees
Village Hall
19 E. Chicago Avenue
Hinsdale, Illinois 60521-3489

**VILLAGE OF HINSDALE, ILLINOIS
Holiday Lighting and Decorating – Bid #1673 – Bidders Proposal**

Full Name of Bidder Douglas Giebel
Main Business Address 143 Tower Drive
Burr Ridge, Illinois 60527
Phone (630) 325-5335 Fax (630) 325-2399 Email dngiebel@mcfarlanedouglass.com

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the locations of the proposed work, the proposed forms of Agreement and Bonds, the Contract Specifications for the above designated work, and he proposes and agrees if this Proposal is accepted that he will contract with the Village of Hinsdale in the form of the copy of the Agreement included in these contract documents to provide all necessary machinery, tools, apparatus and other means of work, including utility and transportation services necessary to do all the work and furnish all the materials and equipment in the manner and time herein prescribed; and according to the Contractor's Bonds, and Certificates of Insurance specified, and to do all other things required of the Contractor by the Contract documents; and that he will take in full payment therefore the sums set forth in the following Bidding Schedule.

If this proposal is accepted and the undersigned shall fail to contract as aforesaid within fifteen (15) days of the date of the award of contract, and to give the bond(s) as required, and all certificates of insurance as required, the Village of Hinsdale, shall at its option, determine that the bidder has abandoned this contract and thereupon this proposal and acceptance thereof shall be null and void and the forfeiture of security accompanying this proposal shall operate and the same shall be the property of the Village of Hinsdale as liquidated damages.

DATE: August 3, 2020

McFarlane Douglass & Companies
Contractor

(SEAL OF CORPORATION)



143 Tower Drive
Address

Burr Ridge, Illinois 60527
City and State

ATTEST

By _____
Signature

President
Title

BID PROPOSAL

Area 1: Memorial Building Grounds	
Item	Price
<i>Official Village Christmas Tree (Approximately 35' Tall Colorado Blue Spruce on the South Lawn)</i>	
Reinstall Village-owned 1,500 C9 and C7 LEDs and 30 strings of M8 mini warm-white LED lights in alternating fashion. After the season, remove/store for future reuse.	\$3,300.00
Reinstall Village-owned 140 ornaments. After the season, remove/store for future reuse.	
Purchase and install 50 additional ornaments assuming ornaments were damaged last year (commercial-grade red, green, silver, and gold mirror in 6", 8", and 10" diameters). Village staff must inspect new ornaments before installation. After the season, remove/store for future reuse.	\$550.00
<i>Medium-sized Maple Trees (2) Flanking Memorial Building Patio and South Entrance.</i>	
Reinstall in drape/wrap fashion red commercial grade M8 mini red LED lights for each of the two (2) trees. After the season, remove/store for future reuse.	
Reinstall on trunk in wrapped fashion M8 mini warm-white LED lights for each of the two (2) trees. After the season, remove/store for future reuse.	
Area 1 Total:	\$3,850.00
Area 2: Burlington Park	
Item	
Reinstall Village-owned strings of M8 mini green lights around Burlington Fountain. Contractor will install and maintain device for hanging lights. After the season, remove/store for future reuse.	
Reinstall/cover Village-owned lights on all evergreen (yew) shrubs surrounding central fountain in warm white commercial grade mini lights. After the season, remove/store for future reuse.	
Reinstall Village-owned warm white commercial grade mini lights in drape/wrap fashion on canopies of the three (3) ornamental trees centrally located around fountain. After the season, remove/store for future reuse.	
Install Village-owned warm white commercial grade mini lights in wrapped fashion on trunks of the four (4) large shade trees centrally located around fountain. Extend wrapping from trunk four to six feet (4' to 6') on primary branches as well as install lights in drape fashion on canopies. After the season, remove/store for future reuse.	
Provide rental C7 indoor use only LED lighting and festive decorations on 20' x 40' tent used during the Holiday Hinsdale events on Saturday, December 5, 2020, and Saturday, December 12, 2020. Tent will stay up in Burlington Park in between dates.	\$500.00
Install Village-owned warm LED lights for 21 trees and 19 bushes not including the 7 trees near the fountain listed above. On the trees, install lights in wrap fashion from trunk extending four to six feet on primary branches. Lights to be applied in a drape fashion on the bushes. After the season, remove/store for future use.	
Notes	
Burlington Park only includes trees in the actual park, do not include trees in the right-of-way or trees on top of the brick wall.	\$6,645.00
Area 2 Total :	\$7,145.00

Area 3: Brush Hill Train Station	
Item	
Reinstall commercial grade warm white LED icicle lights around the entire perimeter of the Brush Hill (main downtown commuter train) station at the gutter/eave. Icicle light strings to be 7.5' long and have drops of 18", 15", and 9". After the season, remove for future reuse.	\$1,000.00
Area 3 Total:	\$1,000.00
Area 4: Downtown Street Trees	
Section A: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>1 street tree</u>	
Section B: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>8 street trees</u>	
Section C: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>8 street trees</u>	
Section D: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>14 street trees</u>	
Section E: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>13 street trees</u>	
Section F: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>11 street trees</u>	
Section G: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>17 street trees</u>	
Section H: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>7 street trees</u>	
Section I: Install Village-owned lights and remove warm white commercial grade LED mini lights for <u>6 street trees</u>	
Supply extension cords for all street trees.	
Area 4 Total:	\$10,000.00
Notes:	
Power is available on decorative street light poles (extend from street tree to closest available pole).	
Light sets to be 22-gauge green wire with end-to-end connections.	
Village light sets are commercial grade with warm white LED bulbs in either 100-count or 50-count strings.	
Light sets shall be draped in a consistent fashion from the tree canopy down and then wrapped to the bottom of the tree trunks (on small and medium-sized street trees). Large trees shall have their trunks wrapped and then the wrapping shall extend out approximately four to six feet (4' to 6') on the primary branches).	
Total number of street trees is 85. Total number of CBD strings is approximately 1150 strands.	
Distance between light bulbs on strand, about 6".	
Additional Lights	
*Unit Price Per 50 Count LED Light Strand:	\$9.00
*Unit Price Per 100 Count LED Light Strand:	\$15.00
* Unit Price Per LED Light Strand to Include Labor Costs	
*The Village of Hinsdale is soliciting unit pricing in the event of damaged inventory or a lack of inventory, however the Village is not obligated to purchase additional lights from the contractor if additional lights are necessary. In the event the Village purchases additional lights from another source, please provide a labor cost per strand for the installation and removal of these additional strands.	
Unit Price per 50 Count LED Light Strand for Installation/Removal Labor Only:	\$18.00
Unit Price per 100 Count LED Light Strand for Installation/Removal Labor Only:	\$30.00
Project Total:	\$21,995.00



September 6, 2022
Village of Hinsdale
Att: Garrett Hummel & Rich Roehn
225 Symonds Drive
Hinsdale, IL 60521

RE: Holiday Lighting & Decorations Contract

Dear Garrett & Rich:

Please allow this letter to serve as our written agreement regarding the extension for the upcoming 2022-2023 Holiday Lighting & Decorations contract. McFarlane Douglass & Companies agree to honor the terms and conditions of the original Contract.

We look forward to working with you this Holiday Season and Thank You for your continued business! Please feel free to contact me should you have questions at (630)774-1076.

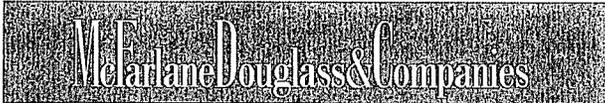
Sincerely,

A handwritten signature in black ink, appearing to read "AR", with a large, sweeping flourish underneath.

Andres Roman
Operations Manager

McFarlane Douglass & Companies

CC: Vanesa Rodriguez



143 Tower Drive, Burr Ridge, IL 60527
 800-339-2900
 630-325-2399 Fax

www.mcfarlanedouglass.com
 info@mcfarlanedouglass.com

Quote Number: 62149
 Quote Date: 09/06/22
 Customer No.: MD103073
 Page: 1
 Salesperson Andres Roman

Billing information: Village of Hinsdale
 19 East Chicago Avenue
 Hinsdale, IL 60521

Service address: Village of Hinsdale

Description	Item Location	Qty.	Unit Price	Total Price
Holiday Decorations Program One-Year Rental Program 2022				
Holiday Display		1	6,252.00	6,252.00
Fountain Scene (Option A) (Replacing original scope in contract)				
Original Display per contract	One Time Discount	-1	720.00	-720.00
Display includes:				
8-10' ft Lit Birch	5 - 8-10 ft Lit Birch	5		
Boughs of Cut Greens	Fountain Coverage	1		
Assort. lit spheres		5		
Assort. Red Cones		6		
Burlington Park Trees Display 2022				
Lit Spheres	5 per tree	1	6,250.00	6,250.00
Total of 50 spheres.				
Original Display per Contract	One Time Discount	-1	1,242.00	-1,242.00

Subtotal: \$ 10,540.00
 Tax: \$ 0.00
Total Amount including Taxes: \$ 10,540.00

See "Terms and Conditions" attached

TERMS AND CONDITIONS:

Client agrees to fully compensate McFarlane Douglass for any fees associated with invoicing and payment of services. Client will be invoiced upon receipt of invoice for any such service.

- * Prices shown are PER YEAR.
- * Lead time: 8-10 weeks from receipt of order to shipment date.
- * Lead time is based on current raw material availability and McFarlane Douglass' current workload.
- * Building Engineers are responsible for all electrical work and hardware installation.
- * Any drawings, designs and/or samples developed by McFarlane Douglass for the above work remain the property of McFarlane Douglass.

This Agreement is binding for the period shown on quote as we amortize our costs throughout this period.
Cancellations prior to Contract expiration will be charged at 75% of the remaining contract fee.

Conditions of Poinsettia Purchases:

- a) Poinsettias serviced by McFarlane Douglass are guaranteed for 14 days from delivery date.
We recommend additional deliveries if poinsettias are to look fresh and healthy throughout the Holiday Season.
- b) Service for Poinsettias: \$2.50 per week of service per poinsettia. Minimum \$45 per week.
- c) Cold/Heat damaged poinsettias will be replaced ONLY upon customer's agreement on replacement charges.
- d) Replacements will be done within 48 hrs.
- e) Poinsettias will not be serviced after December 24th.
- f) Delivery downtown: \$25, minimum charge.
- g) Delivery suburbs: \$75, minimum charge.

Payment Options:

- a. By Check mailed to our office: 143 Tower Dr. Burr Ridge, IL 60527
- b. Credit Card Payment Charges: 3% Bank fee +0.5% Administrative fee.
- c. Electronic Transfer Funds Payment available free of charge. Contact the office for details.

Please Note:

- * Quotation is valid for 30 days from quote date.
- * Terms: Deposit of 50% due with order. Balance upon installation.

The individual signing this agreement, does so as an Agent of the Client and fully obligates the Client to all the terms and requirements of this quote as clearly defined herein, including all typewritten or handwritten additions or amendments agreed to by the Client and Contractor.

ACCEPTED BY: _____

DATE: _____

PRINT NAME: _____

Email approvals are accepted for processing orders.

REQUEST FOR BOARD ACTION

Public Services &
Engineering

AGENDA SECTION: Consent Agenda – EPS

SUBJECT: Bid #1690 – Well #2 Inspection & Repair

MEETING DATE: October 4, 2022

FROM: Mark Pelkowski, Superintendent of Water and Sewer
Garrett Hummel, Management Analyst

Recommended Motion

Award Bid #1690 – Well #2 Inspection and Repair to Municipal Well & Pump, in the amount of \$104,545.

Background

Included in the Public Services Department CY2022 CIP Budget (4600-7901) is \$70,000 for inspection and repair of Well #2. The Village maintains three wells (Well #2, #5 and #10) in order to provide a back-up water supply should there be an interruption in the flow of Lake Michigan water from the DuPage Water Commission (DWC). DWC is the Village's single source of water. The use of these wells has been minimal since transferring to Lake Michigan water supply.

In order to keep these wells operational, periodic maintenance is required every six (6) years. Inspection, treatment, and repairs to the well pumping equipment is essential to keep the wells functioning properly. In 2016, Well #2 was inspected and repairs were made including adding stainless steel shafts.

Discussion & Recommendation

In order to secure competitive pricing, Public Services staff conducted a public bid. The bid notice was published in the Daily Herald and the Village's website. Staff provided the bid package to three (3) vendors. A public bid opening was held on September 6, 2022 where the Village received two (2) bids (Attachment #1). Municipal Well & Pump provided the lowest qualified bid at a total cost of \$104,545 (Attachment #2). Bid #1690 includes pricing for inspection and repair of Well #2.

Public Services staff recommends awarding Bid #1690 to Municipal Well & Pump in the amount of \$104,545. The Village has worked with Municipal Well & Pump on prior Village projects and been satisfied with their performance.

Budget Impact

The base bid amount of \$77,545, includes the inspection of the well and repairs to the column pipe, combination coupling/bearing, and the suction pipe. The contract will also provide a repair allowance of \$27,000, labeled on the bid tabulation as "material at invoice cost plus percentage", to fund any required repairs to the well that are uncovered during the inspection phase. This allowance approach is required since the cost of any repairs cannot be determined until the well is actually removed and inspected. The total bid award of \$104,545, which includes the base bid plus the repair allowance, will result in the contract amount being \$34,545

over the budgeted amount of \$70,000. Staff expects that the repairs that are discovered during the inspection phase will be less than the contract allowance, and if this does in fact occur, the actual cost of the project may end up being closer to the original budget amount.

For comparison purposes, Public Services contracted for inspection and repairs to Well #5 in 2018. The total bid price for that project was \$79,999 with a base bid of \$51,999. The final project cost including allowance/contingency items was \$54,141, which is over 30% less than the total bid price. Staff will closely monitor the Well #2 project and look for opportunities for cost savings. There are sufficient funds available in this line item to cover overages that could occur on this project.

Village Board and/or Committee Action

At their meeting of September 20, 2022, the Board agreed to move this item to the Consent Agenda of their next meeting.

Documents Attached

1. Bid #1690 - Tabulation
2. Municipal Well & Pump - Bid #1690 Proposal

Village of Hinsdale
 Bid #1690 Well #2 Inspection and Repair
 Bid Tabulation, 10:30 a.m., September 6, 2022

ITEM	Item Number	Bid Comparison Quantity	Municipal Well & Pump		Water Well Solutions Illinois LLC	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Inspection	Lump Sum	\$36,000.00	\$36,000.00	\$52,385.00	\$52,385.00
2	8 inch column pipe	150	\$125.00	\$18,750.00	\$91.00	\$13,650.00
3	8 inch combination coupling/bearing	29	\$380.00	\$11,020.00	\$890.00	\$25,810.00
4	Material as invoice cost plus percentage	\$20,000	1.35	\$27,000.00	1.50	\$30,000.00
5	8 inch suction pipe	10	\$100.00	\$1,000.00	\$156.00	\$1,560.00
6	Machinist labor	15	\$111.00	\$1,665.00	\$200.00	\$3,000.00
7	Bailing cost if required	10	\$464.00	\$4,640.00	\$385.00	\$3,850.00
8	TV survey of well	Lump Sum	\$2,880.00	\$2,880.00	\$1,450.00	\$1,450.00
9	Treatment if required	Lump Sum	\$1,590.00	\$1,590.00	\$2,900.00	\$2,900.00
	TOTAL			\$104,545.00		\$134,605.00

VILLAGE OF HINSDALE

CONTRACT FOR

Well #2 Repair

BID # 1690

BIDDER'S PROPOSAL

Full Name of Bidder Midwest Well Services, Inc. dba: Municipal Well & Pump ("Bidder")

Principal Office Address 1212 Storbeck Drive, Waupun, WI 53963

Local Office Address _____

Contact Person Scott De Young Telephone (920) 324-3400

TO: Village of Hinsdale ("Owner")
19 E. Chicago Avenue
Hinsdale, Illinois 60521

Attention: Village Clerk

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items

PROPOSAL

necessary for the **Well #2 Repair**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

Item Number	Bid comparison quantity	Unit price	Bid comparison
1. Inspection	Lump sum	\$36,000.00	\$36,000.00
2. 8 inch column pipe	150 feet	\$125.00	\$18,750.00
3. 8inch combination coupling/bearing	29	\$380.00	\$11,020.00
4. Material as invoice cost plus percentage	\$20,000	35%	\$27,000.00
5. 8 inch suction pipe	10 feet	\$100.00	\$1,000.00
6. Machinist labor	15 hours	\$111.00	\$1,665.00
7. Bailing cost if required	10 hours	\$464.00	\$4,640.00
8. TV survey of well	Lump sum	\$2,880.00	\$2,880.00
9. Treatment if required	Lump sum	\$1,590.00	\$1,590.00

PROPOSAL

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of:

One hundred four thousand five
hundred forty five _____ Dollars and zero Cents
(in writing) (in writing)

_____ \$104,545 _____ Dollars and 00 Cents
(in figures) (in figures)

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices.
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

PROPOSAL

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

PROPOSAL

7. Bid Security

Bidder herewith tenders a ~~Cashier's Check, Certified Check, or~~ Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of Ten Percent dollars (\$ 10%), which is equal to at least ten percent (10%) of Bidder's Price Proposal ("Bid Security").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

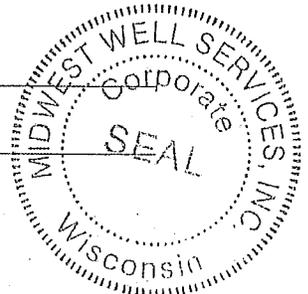
DATED this 1 day of September, 2022.

Attest/Witness:

Midwest Well Services, Inc. dba: Municipal Well & Pump
Bidder

By: Shelly S Schulz
Shelly Schulz
Title: Secretary

By: Scott De Young
Scott De Young
Title: President



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF HINSDALE

CONTRACT FOR

Well #2 Repair

BID #1690

BIDDER'S SWORN ACKNOWLEDGEMENT

Scott De Young ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of Wisconsin, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Midwest Well Services, Inc. dba: Municipal Well & Pump

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Scott De Young</u>	<u>1212 Storbeck Drive, Waupun, WI 53963</u>
Vice President	<u>Richard Milaeger Tracy Greenfield Martin Van Ellis</u>	<u>1212 Storbeck Drive, Waupun, WI 53963</u>
Secretary	<u>Shelly Schulz</u>	<u>1212 Storbeck Drive, Waupun, WI 53963</u>
Treasurer	<u>Scott De Young</u>	<u>1212 Storbeck Drive, Waupun, WI 53963</u>

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____

ACKNOWLEDGEMENT

_____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE)

ADDRESS

_____ ()	_____
_____ ()	_____
_____ ()	_____

ACKNOWLEDGEMENT

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 1st day of September, 2022.

Attest/Witness:

Midwest Well Services, Inc. dba: Municipal well & Pump
Bidder

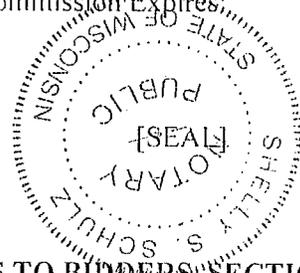
By: *Brian Brodersen*
Brian Brodersen
Title: Senior Project Engineer

By: *Scott De Young*
Scott De Young
Title: President

Subscribed and Sworn to before me this 1 day of September, 2022.

My Commission Expires: 6/19/2024

Shelly S. Schulz
Notary Public



SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7, FOR SIGNATURE REQUIREMENTS

VILLAGE OF HINSDALE

CONTRACT FOR

Well #2 Repair

BID #1690

BIDDER'S SWORN WORK HISTORY STATEMENT

Scott De Young ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT

1. Nature of Business

State the nature of Bidder's business: Well & Pump Service

2. Composition of Work

During the past three years, Bidder's work has consisted of:

<u>5</u> % Federal	<u>95</u> % As Contractor	<u>55</u> % Bidder's Forces
<u>80</u> % Other Public	<u>5</u> % As Subcontractor	<u>5</u> % Subcontractors
<u>15</u> % Private		<u>40</u> % Materials

3. Years in Business

WORK HISTORY STATEMENT

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 38 years

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>IL Department of Public Health</u>	<u>Water Well Contractor</u>	<u>092-008630</u>	<u>01/31/23</u>
<u>IL Department of Public Health</u>	<u>Pump Installation Contractor</u>	<u>101-004208</u>	<u>01/31/23</u>

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Village of Stockton</u>	<u>Village of Carpentersville</u>	<u>Village of Pewaukee</u>
Owner Address	<u>155 W. Front St.</u>	<u>1075 Tamarac Dr.</u>	<u>1000 Hickory St.</u>
	<u>Stockton, IL 61085</u>	<u>Carpentersville, WI 60110</u>	<u>Brookfield, WI 53072</u>
Reference	<u>Steve Rice</u>	<u>Dean Gorter</u>	<u>Dan Naze</u>
Telephone Number	<u>(815) 947-3505</u>	<u>(847) 551-3492</u>	<u>(262) 691-5694</u>
Type of Work	<u>Well & Pump Rehab</u>	<u>Well & Pump Rehab</u>	<u>Well & Pump Rehab</u>
	_____	_____	_____

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor (If Bidder was) (Subcontractor)	_____	_____	_____
Amount of Contract	\$224,931.50	\$57,781.00	\$113,118.00
Date Completed	10-31-21	08-31-20	12-31-20

DATED this 1 day of September, 2022.

Attest/Witness: Midwest Well Services, Inc. dba: Municipal Well & Pump
Bidder

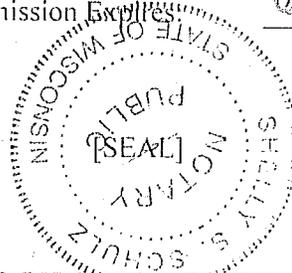
By: *Brian Brodersen*
Brian Brodersen
Title: Senior Project Engineer

By: *Scott De Young*
Scott De Young
Title: President

Subscribed and Sworn to
before me this 1 day
of September, 2022.

Sherry S. Schulz
Notary Public

My Commission Expires: 6/19/2024



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**



REQUEST FOR BOARD ACTION

Public Services & Engineering

AGENDA SECTION: Consent Agenda – EPS
SUBJECT: 2022 Crack Sealing Program
MEETING DATE: October 4, 2022
FROM: Matthew Lew, PE, Village Engineer

Recommended Motion

Award the 2022 Crack Sealing Program to Denler, Inc. of Joliet, IL in the amount not to exceed \$40,000.

Background

The Village annual roadway improvement program includes crack sealing to extend the life of Village asphalt pavements. For cost efficiency, DuPage County agencies partner to receive joint bids on common municipal services. Denler Inc. was the lowest responsible bidder for the crack sealing joint bid. This bid covers a three-year period from 2022 – 2024.

Discussion & Recommendation

Per Village municipal code, joint bids are permitted. Such bids provide potential cost savings with larger quantities over multiple agencies. Denler has previously worked for the Village and performed satisfactory services. Staff recommends utilizing the joint bid and awarding the crack sealing contract to Denler, Inc., in the amount not to exceed \$40,000.

Budget Impact

The program construction budget is \$40,000 within the approved 2022 Village Budget. The contract is anticipated to remain within the 2022 budgeted amount.

Village Board and/or Committee Action

Per the Village's approved meeting policy, this award is included on the Consent Agenda because it meets the definition for a routine item. It is included in the approved 2022 budget, is under budget, and is less than \$100,000.

Documents Attached

1. 2022 Crack Sealing Contract
2. 2022 Crack Sealing Locations

**CONTRACT BETWEEN
VILLAGE OF HINSDALE
AND
DENLER, INC.**

FOR

CRACK SEALING AND SEAL COATING SERVICES

DUPAGE MUNICIPAL PARTNERING INITIATIVE

**CONTRACT BETWEEN
VILLAGE OF HINSDALE**

AND

DENLER, INC.

FOR

CRACK SEALING AND SEAL COATING SERVICES

DUPAGE MUNICIPAL PARTNERING INITIATIVE

In consideration of the mutual promises set forth below, the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, a public corporation (“Owner”), and Denler, Inc., 20502 S. Cherry Hill Rd., Joliet, IL 60433 (“Contractor”), make this Contract as of the 4th day of October, 2022, and hereby agree as follows:

**ARTICLE I
THE WORK**

Per the bid documents and specifications, crack sealing is to be performed at locations provided by the Owner.

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the “Work”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, as defined and in accordance with Attachment A and Attachment B.

2. Permits. The Contractor shall procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall coordinate with the Village Engineer to agree upon a "Commencement Date" for the Work. The Contractor shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract within 30 Calendar Days. The Work shall be completed no later than November 7, 2022.

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blue-line prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such

submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

"Standard Specifications" refers to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, as adopted on January 1, 2022.

Technical Terms and Conditions set forth in Appendix A apply to all line items listed in Attachment B.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of

the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II **CHANGES AND DELAYS**

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection

2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III

CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment A requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning

said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. This insurance shall include the Village of Hinsdale named as additional insured. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the insurance company thereof shall have given the expiration of 30 days after written notice to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees

and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V **PAYMENT**

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and special provisions, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, not to exceed \$40,000 subject to any additions, deductions, or withholdings provided for in this Contract. The price of quantities will be the set prices from the current year of the DuPage County Municipal Partnering Initiative.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A and article 109.07(a) of the Standard Specifications except as modified herein:

1) Retainer: A maximum retainer or 10% of the total contract price will be administered to all partial payments. The retainer may be reduce at the Engineer's discretion in accordance with the Local Roads Special Provisions #15 of the Standard Specifications.

2) Retainer Time frame. The Village shall reserve the right to withhold the retainer for up to one (1) year after acceptance of all improvements to act as a warranty bond to ensure correction of deficiencies of work that may arise during the warranty period.

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall

include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

D. Guarantee Period. The Contractor warrants all work performed under this contract is free from defects and was performed in accordance with the Contract Documents for a period of one (1) year from the date of final completion of the work, as accepted in writing; by the Village Engineer after all other parties have signed the document. In case of acceptance of a

part of the work for use or occupancy prior to the final acceptance of the entire work, the guarantee for the part so accepted shall be for a period of one (1) year from the date of such partial acceptance, in writing, by the Village Engineer. Work performed due to this warranty requirement shall be guaranteed for a period of one (1) year.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable,

nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, per article 108.09 of the Standard Specifications, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois

Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attention: Village Clerk

with a copy to:
Klein, Thorpe, & Jenkins, Ltd.
Attn: Michael Marrs
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Denler, Inc.
20502 S. Cherry Hill Road
Joliet, IL 60433

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

VILLAGE OF HINSDALE

By: _____

By: _____

Title: _____

Kathleen Gargano
Village Manager

Attest/Witness

Denler, INC.

By: _____

By: _____

Title: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

CONTRACTOR'S CERTIFICATION

_____, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this _____ day of _____, 2022.

Attest/Witness:

Denler, INC.

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 2022.

My Commission Expires: _____

[SEAL]



SUBJECT: 2022 Crack Sealing
DATE: October 4, 2022
FROM: Matthew Lew, PE, Village Engineer

Staff has identified the following streets for crack sealing. From past years, the average crack sealing quantities per street is approximately equal to 2.51 pounds per roadway linear foot. The priority for crack sealing is listed below until available budgeted funding is utilized.

<u>Street</u>	<u>From</u>	<u>To</u>
1. Oak Street	Walnut Street	Hickory Street
2. Walnut Street	Oak Street	Mills Street
3. Justina Street	Walnut Street	Minneola Street
4. Hickory Street	County Line Road	Mills Street
5. Phillippa Street	Walnut Street	Minneola Street
6. Park Avenue	Hickory Street	Walnut Street
7. Lincoln Street	Ogden Avenue	North Street
8. 9 th Street	Garfield Street	County Line Road
9. Washington Street	Maple Street	Chicago Avenue
10. Oak Street	Fuller Road	Minneola Street
11. Monroe Street	Walnut Street	BNSF Railroad
12. Walnut Street	Monroe Street	Bruner Street
13. Washington Street	2 nd Street	4 th Street
14. Washington Street	5 th Street	6 th Street
15. Lincoln Street	8 th Street	9 th Street
16. Washington Street	8 th Street	9 th Street
17. Center Street	Washington Street	Vine Street



REQUEST FOR BOARD ACTION

Police Department

AGENDA SECTION: Consent Agenda– ZPS

SUBJECT: Installation of an All-Way Stop Intersection– The Lane and Oak Street

MEETING DATE: October 4, 2022

FROM: Deputy Chief Lillie, Chief of Police

Recommended Motion

Approve an Ordinance Amending Section 6-12-3 (“Schedule B; Two-Way Stop Intersections”) and (“Schedule D; Four-Way Stop Intersections”) of the Village Code of Hinsdale.

Background

Area residents and School District 181 crossing guard requested an intersection study of The Lane and Oak Street. Currently, The Lane has the right-of-way and Oak Street is controlled by two-way stop signs.

Staff conducted a study in April 2022 and learned that North-South Oak Street traffic volume was 2,765 vehicles (85% of the traffic) and East-West The Lane volume was 498 vehicles (15% of the total traffic volume). Generally, the roadway that accepts more traffic should be designated as the through street while the other roadway must yield. This is not the case with The Lane and Oak. Further examination of the intersection showed previous studies from over 30 years ago showing that Oak Street has continuously accepted 85% of the total volume entering the intersection. There is no available history as to why The Lane has the right-of-way instead of Oak.

Right-of-Way	Intersected At	5 year Crash Data	Traffic Volumes		MUTCD Warrants
			NB and SB	EB and WB	
The Lane	Oak Street	2	2,765	498	Operational Characteristics

Discussion & Recommendation

When considering the addition of traffic control devices and their installation, staff relies on the guidance of the Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD, under the authority of the U.S. Department of Transportation, lists warrants or requirements that must be met prior to the installation of any traffic-controlling device or signage. The Village relies upon the MUTCD as the local authoritative guiding principle for local roadways. It is the recommendation of staff to install stop signs for east-west The Lane to convert the intersection to a multi-stop in order to improve operational characteristics of the intersection per the MUTCD. Staff evaluated all alternatives based on engineering and the intersections relationship to pedestrian traffic and determined a multi-stop would be applicable.



Budget Impact

The budget impact will be minimal based on minor equipment and labor costs to install the signs and posts.

Village Board and/or Committee Action

At their meeting of September 20, 2022, the Board agreed to move this item to the Consent Agenda of their next meeting.

Documents Attached

1. Draft Ordinance

VILLAGE OF HINSDALE

ORDINANCE NUMBER _____

AN ORDINANCE AMENDING SECTION 6-12-3 ("SCHEDULE III B; TWO-WAY STOP INTERSECTIONS.") AND ("SCHEDULE III D; FOUR-WAY STOP INTERSECTIONS.") OF THE VILLAGE CODE OF HINSDALE

WHEREAS, the President and Board of Trustees of the Village of Hinsdale determined it is in the best interest of public safety to convert the intersection of Oak at Lane Street from a two-way stop intersection, to a four-way stop intersection.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties of the State of Illinois, as follows:

SECTION 1: Section 6-12-3 ("Schedule III: Stop Intersections") of the Village Code of Hinsdale is hereby amended by removing thereto:

B.

The Lane	Oak Street	East & Westbound
----------	------------	------------------

SECTION 2: Section 6-12-3 ("Schedule III: Stop Intersections") of the Village Code of Hinsdale is hereby amended by adding thereto:

D.

The Lane	Oak Street	East, West, South, North
----------	------------	--------------------------

SECTION 3: Signs. The Public Services Department is hereby authorized and directed to erect the appropriate signs on the above named streets in compliance with the guidelines established within the Manual on Uniform Traffic Control Devices.

SECTION 4: Effective Date. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner provided by law and after the erection of the appropriate signs in accordance with the Sections above.

PASSED this ____ day of _____ 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____ 2022.

Village Clerk

Village President



REQUEST FOR BOARD ACTION

Police Department

AGENDA SECTION: Consent- ZPS
SUBJECT: Parking Citation Management Software
MEETING DATE: October 4, 2022
FROM: Brian King, Police Chief

Recommended Motion

Approve payment to T-2 Systems, Indianapolis, Indiana in an amount not to exceed \$24,908.38 for citation management software.

Background

T-2 Systems is the Village's software vendor for the issuance and management of citations and parking permit management. In addition, the vendor also provides software for mobile ticket writers used in parking enforcement. They have been the Village's provider for citation management since 2016.

Discussion & Recommendation

T-2 is the backbone system for citation and permit management in the Village of Hinsdale.

Budget Impact

The CY2022 Budget includes \$24,302 for this purpose. This item is \$600 dollars over budget, however, sufficient funds exist in the Parking account to cover the additional expense.

Village Board and/or Committee Action

At their meeting of September 20, 2022, the Board agreed to move this item to the Consent Agenda of their next meeting.

Documents Attached

1. T-2 Contract

2020-
2023

T2 Systems - Confidential Quotation



For: Hinsdale Police Department
Quote ID: Q-10128
Date Issued: 08/18/2020
Expires: 08/31/2020

Bill To:
Hinsdale Police Department
19 E Chicago Avenue
Hinsdale, Illinois 60521
United States

Ship To:
Hinsdale Police Department
19 E Chicago Avenue
Hinsdale, IL 60521
United States

Prepared By:
Tristen Moe

Prepared For:
Mark Wodka

Subscriptions

Product Name	Quantity	Sales Price	Total
Flex Mobile Enforcement			
Year 1	2.00	USD 911.63	USD 1,823.26
08/09/20 - 08/08/21			
Year 2	2.00	USD 934.42	USD 1,868.84
08/09/21 - 08/08/22			
Year 3	2.00	USD 957.78	USD 1,915.56
08/09/22 - 08/08/23			
Core Flex Professional Edition			
Year 1	5.00	USD 4,376.98	USD 21,884.90
08/09/20 - 08/08/21			
Year 2	5.00	USD 4,486.40	USD 22,432.00
08/09/21 - 08/08/22			
Year 3	5.00	USD 4,598.56	USD 22,992.80
08/09/22 - 08/08/23			

Year 1 Total: USD 23,708.16
Year 2 Total: USD 24,300.84
Year 3 Total: USD 24,908.36
Tax Amount: USD 0.00
Tax Comments: N/A

Additional Information:
Freight Term: FOB-VEND-PP
Payment Terms: N30
IRIS Profile:
End User: Hinsdale Police Department
GP Customer Number: 1521



Administration

AGENDA SECTION: Second Reading – ACA
SUBJECT: Resolution regarding the Illinois SAFE-T Act
MEETING DATE: October 4, 2022
FROM: Brian King, Police Chief

Recommended Motion

Approve a Resolution Supporting Continued Efforts to Resolve Public Safety Concerns with the SAFE-T Act.

Background

In January 2021, the Illinois Safety, Fairness and Equity-Today Act ("SAFE-T Act") was signed into law. The SAFE-T Act imposes significant changes impacting many aspects of the criminal justice system, including pre-arrest diversion, policing, pretrial, sentencing and corrections. Some elements of the SAFE-T Act have already gone into effect, while others become effective on January 1, 2023 and beyond.

Municipal officials and staff have worked with the Illinois Association of Chiefs of Police and the DuPage County States Attorney's Office to share public safety concerns about the SAFE-T Act after its initial release and during consideration of subsequent trailer bills.

Discussion & Recommendation

At the September 20, 2022 Village Board meeting, DuPage County State's Attorney Bob Berlin provided an overview of the SAFE-T Act and its impacts on the ability for the Village to most effectively provide police services, including but not limited to, unreasonably limiting the ability of courts to detain individuals charged with serious crimes pending trial, unreasonably limiting police officer discretion to make arrests, imposing unreasonable police certification and decertification standards, and mandating unreasonable custodial accommodations.

Budget Impact

The Act contains requirements for public safety which are expected to have financial impacts to the Village in the form of additional training, administration, and equipment.

Village Board and/or Committee Action

At the September 20, 2022 Village Board meeting, the Village Board requested that staff draft a Resolution for consideration at the next meeting. This item appears without benefit of a First Reading due to time sensitivity.

Documents Attached

1. Resolution Supporting Continued Efforts to Resolve Public Safety Concerns with the SAFE-T Act

VILLAGE OF HINSDALE

RESOLUTION NO. _____

A RESOLUTION SUPPORTING CONTINUED EFFORTS TO RESOLVE PUBLIC SAFETY CONCERNS WITH THE SAFE-T ACT

WHEREAS, providing a safe and secure community for all Hinsdale residents and businesses is a focus of the Village's President and Board of Trustees, and Village staff, including the Hinsdale Police Department; and

WHEREAS, on January 22, 2021, the Illinois Safety, Fairness and Equity-Today Act ("SAFE-T Act") was signed into law. The SAFE-T Act imposes significant changes impacting many aspects of the criminal justice system; and

WHEREAS, the SAFE-T Act was poorly drafted, nearly 800 pages, and passed by the Illinois General Assembly in the middle of the night with little to no public debate; and

WHEREAS, Village officials and staff worked with the Illinois Association of Chiefs of Police and the DuPage County States Attorney's Office to share public safety concerns about the SAFE-T Act after its initial release, and during consideration of subsequent trailer bills; and

WHEREAS, the General Assembly has since made limited changes to the SAFE-T Act but there are still many provisions in the sweeping new law that create serious public safety concerns; and

WHEREAS, the Village supports certain elements of the SAFE-T Act and has already implemented certain elements, including the use of police body cameras; and

WHEREAS, the SAFE-T Act, however, continues to contain several elements that impact the ability of the Village to most effectively provide police services, including, but not limited to, unreasonable limitation on the ability of courts to detain individuals charged with serious crimes pending trial, unreasonably limiting police officer discretion to make arrests, imposing unreasonable police certification and decertification standards, and mandating unreasonable custodial accommodations; and

WHEREAS, there is an opportunity for legislators to continue to work with public safety representatives and all community stakeholders to further amend the SAFE-T Act to address outstanding public safety concerns.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

SECTION 1: Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Hinsdale demand that state legislators work with public safety representatives and all community stakeholders to fix remaining problems with the SAFE-T Act that unreasonably limits the ability of courts to detain individuals charged with serious crimes pending trial, unreasonably limits police officer discretion to make arrests, imposes unreasonable police certification and decertification standards, and mandates unreasonable custodial accommodations, including, but not limited to the following:

1. The section that precludes officers from taking someone into custody for criminal trespass unless they pose an obvious threat to the community or have a medical or mental health issue that pose a risk to their own safety. (725 ILCS 5/109-1(a-1);
2. The section that prevents judges from detaining individuals charged with serious crimes, such as aggravated DUI and aggravated battery, unless they present a risk of willful flight or pose a real and present threat to the safety of a specific, identifiable person or persons. (725 ILCS 5/110-6.1(e);
3. The section that prevents a judge from detaining individuals charged with certain crimes, such as disorderly conduct, threats against a school, aggravated fleeing and eluding, under any circumstances. (725 ILCS 5/110-6.1(e);
4. Violent offenders who are released on electronic monitoring and choose to violate the terms of their release must be in violation for 48 hours before law enforcement can charge them with escape. (730 ILCS 5/5-8A-4.1(a); and
5. When a criminal offender fails to appear in court; the court can no longer issue a warrant for Failure to Appear, but rather must issue a "summons" for a new hearing. (725 ILCS 5/110-3)

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this _____ day of _____, 2022, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2022,
and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk



Administration

AGENDA SECTION: Second Reading-Non-Consent - ACA
SUBJECT: Entering into a Lease Agreement with Hinsdale Community Services
MEETING DATE: October 4, 2022
FROM: Bradley Bloom, Assistant Village Manager/Dir of Public Safety

Recommended Motion

Approve a Resolution Approving and Authorizing Execution of a Lease of Office/Distribution Space at 22 N. Elm Street between HCS Family Services and the Village of Hinsdale, Illinois

Background

Hinsdale Community Services (HCS) currently utilizes space at the Village-owned Memorial Building without cost based on an arrangement that was initiated with a resolution approved by the Village Board on June 26, 1928. At the time of the original transfer of the Memorial Building to the Village, certain office space was pledged within Memorial Hall for the use of the Hinsdale Nursing and Relief Association. The use at the Memorial Building by HCS, a successor organization to the Hinsdale Nursing and Relief Association, has expanded in scope since that time beyond the originally provided space to its current use of approximately 2,000 square feet.

Due to a steady increase in clients over the last 10 years, HSC has outgrown their current space in the Memorial Building. Dating back to late 2018, staff as well as Trustees Hughes and Posthuma have been working with HCS to identify alternative Village owned space to relocate HCS and negotiating the terms of a lease.

It is intended that part of the consideration for this Lease will be the complete cessation of use of the Memorial Building by HCS due to its voluntary vacation of the Memorial Building premises and its relocation to a Village owned building previously occupied by the Hinsdale Humane Society located at 22 N. Elm Street. Following the issuance of a certificate of occupancy at 22 N. Elm Street, HCS shall have ninety (90) days to vacate the Memorial Building and shall have no right to any further use of space at the Memorial Building.

Discussion & Recommendation

The terms of the lease agreement are as follows:

The initial term of the lease is for 10 years with 3 additional 5-year periods subject to the mutual agreement by the parties. HCS shall pay no rent to the Village. The Village is responsible for reasonable cost of utility services. Currently, the utilities are provided under the Village's gas and electrical franchise agreements. HCS is responsible for all build out costs currently estimated at \$420,000 dollars. The Village agrees to waive building permit costs other than pass through costs. The Village agrees to work with HCS and ComEd in the relocation of an electrical pole, if necessary, and the parties will split the cost of such relocation, with the

Village's contribution capped at \$25,000. The Village is responsible for maintenance to the exterior of the building. If the Village sells the property or desires to use the property for other purposes during the term the Village has the right to deliver notice no sooner than after the end of the sixth year with two years notice to relocate HCS to a suitable and comparable location to resume operations. Comparable services includes taking into reasonable consideration such factors as size, traffic, customer parking, location, parking and loading accessibility for HCS vans, ability to provide drive-thru service, single level space and equal or exceed the size of HCS currently used space in the Memorial Building. The replacement premises will be leased under the same terms of this agreement. If relocation occurs during the term, the Village must reimburse 150% of the lease buildout costs if before the conclusion of the initial term and on a pro-rated basis thereafter. The Village is responsible for insuring the building itself, and HCS is responsible for carrying general liability and workers' compensation insurance relative to its activities at the building, and fire damage insurance relative to its personal property. The Village is responsible for all repair costs in excess of \$1,000 for the building mechanicals, plumbing and electric systems.

HCS buildout plans include making certain improvements to the interior and exterior of the building as well as adding a small parking lot to the north side of the building. Zoning and signage related approvals will be considered by the Board as a separate matter. If zoning approvals are necessary for construction of the project by HCS are not approved, the lease shall automatically terminate. Preliminary concept renderings (subject to change) showing building elevations are attached.

HCS has outgrown their current space in the Memorial Building and has a strong desire to relocate to the former Humane Society building. The Memorial Building is a historic building and not designed to accept bulk food deliveries. As such the Memorial Building has been subject to unusual wear and tear attributable to the HSC operations. The HSC also impacts available parking and traffic flows in and around the Memorial Building.

The building previously used by the Humane Society is vacant, unused and in good condition. The building mechanicals are not in need of significant repair. The building will provide HCS with almost 5500 square feet of space (almost double their current space in the Memorial Building) in a single-story building. The Village forecasts less than \$5,000 in annual maintenance expenses. Lastly, once HCS vacates the Memorial Building the Village will benefit from the additional office space and parking availability.

Based upon this, staff recommends Village Board approval of the lease.

Budget Impact

Annual maintenance expenses are expected to be less than \$5,000. Sidewalk and crosswalk construction cost is estimated at \$45,000.

Village Board and/or Committee Action

Following the Village Board's first reading on October 5, 2021, HCS has agreed to not construct a parking lot on the north side of the building and in return the Village would relocate the parking from the east side of Elm Street to the west side and construct a sidewalk on the west side of Elm Street from 22 N. Elm to Walnut Street. The Village would designate this as a

parking/loading area for HCS to use during certain hours. HCS would be responsible for removal of snow on the sidewalk. An additional 7 angled parking spaces on the north side of Symonds Drive would also be designated for use by HCS. The lease has been modified to reflect these changes.

Representatives from HCS, the Village and Hinsdale Hospital met to discuss the impact of moving the parking area from the current location on the east side of Elm Street to the west side. Based upon HCS's need for parking (after 3:00 p.m. Monday, Wednesday and Friday) the hospital was amenable to the parking change, but requested that a mid-block crosswalk be added to assist their patients crossing Elm Street.

Documents Attached

1. Resolution and redlined HCS Lease
2. Draft Concept Renderings showing proposed building elevations
3. Draft Concept of Elm Street sidewalk and mid-block crosswalk

VILLAGE OF HINSDALE

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A LEASE OF
OFFICE / DISTRIBUTION SPACE AT 22 N. ELM STREET
BETWEEN HCS FAMILY SERVICES AND THE VILLAGE OF HINSDALE, ILLINOIS**

WHEREAS, the Village of Hinsdale (the "Village") is the record owner of certain property, commonly known as 22 N. Elm Street (hereinafter referred to as the "Subject Property"), within the boundaries of the Village of Hinsdale, DuPage and Cook Counties, Illinois; and

WHEREAS, HCS Family Services ("HCS") is an Illinois not-for-profit organization that currently utilizes space at the Village-owned Memorial Building at 19 E. Chicago Avenue without cost to Lessee based on an arrangement that was initiated with a resolution approved by the Village Board of Lessor on June 26, 1928, at the time of the original transfer of the Memorial Building to the Village, pledging certain office space within Memorial Hall for the use of the Hinsdale Nursing and Relief Association; and

WHEREAS, the use at the Memorial Building by HCS, a successor organization to the Hinsdale Nursing and Relief Association, has expanded in scope since that time beyond the originally provided space to its current use of approximately 2,000 square feet, without formalization of specific terms; and

WHEREAS, the Parties mutually desire to relocate HCS from the Memorial Building to a two-story structure on the Subject Property previously occupied by the Hinsdale Humane Society, subject to the terms and conditions of the lease attached hereto as **Exhibit "A"** and made a part hereof (the "Lease"), and subject to HCS obtaining certain zoning and other approvals required for use of the Subject Property, as set forth in the Lease; and

WHEREAS, the Parties intend that part of the consideration for the Lease will be the complete cessation of use by HCS of the Memorial Building due to its voluntary vacation of the Memorial Building premises and its relocation to the Premises as described in the Lease; and

WHEREAS, HCS desires to use the two-story structure on the Subject Property for its not-for-profit purposes; and

WHEREAS, the Corporate Authorities of the Village desire to allow HCS to use the two-story structure on the Subject Property for such purposes on the terms set forth in the Lease, and find that it is in the best interests of the Village and the public health, safety and welfare to enter into said Lease.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS:

SECTION 1: Each of the recitals in the Whereas paragraphs set forth above is incorporated into Section 1 of this Resolution.

SECTION 2: The President and Board of Trustees of the Village Riverside authorize and approve the attached Lease between the Village of Hinsdale and HCS in substantially the form attached hereto as **Exhibit "A"** and made a part hereof. Any amendments to the Lease made hereafter but prior to execution, based on further negotiations, shall be subject to the approval of the Village Manager and shall be reported by the Village Manager to the Board of Trustees. The Village President and Village Clerk of the Village of Hinsdale, or their designees, are authorized and directed to execute and deliver said Lease and such other instruments, as may be necessary or convenient to fulfill the Village's obligations under the Lease.

SECTION 3: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this _____ day of _____, 2021, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2021, and attested to by the Village Clerk this same day.

Village President

ATTEST:

Village Clerk

EXHIBIT "A"

**COPY OF LEASE OF OFFICE / DISTRIBUTION SPACE AT 22 N. ELM STREET
BETWEEN HCS FAMILY SERVICES AND THE VILLAGE OF HINSDALE, ILLINOIS**

(ATTACHED)

DRAFT 09-16-22

**LEASE OF OFFICE / DISTRIBUTION SPACE AT 22 N. ELM STREET
BETWEEN HCS FAMILY SERVICES AND THE VILLAGE OF HINSDALE, ILLINOIS**

DATE OF LEASE	TERM OF LEASE	See Below
BEGINNING	ENDING	RENT
_____ (see Section 2.)	_____, at 11:59 p.m.	(see Section 3.)
LOCATION OF PREMISES: The Premises consists of certain land, a one-story masonry building with approximately 4,500 square feet of interior space (the "Building"), and related improvements owned by the Village of Hinsdale and previously leased by the Hinsdale Humane Society, located at 22 N. Elm Street (the corner of Elm Street and Symonds Drive) in Hinsdale, Illinois, along with an -adjacent parking area (collectively, the "Premises"), as further depicted in EXHIBIT "1" attached hereto and made a part hereof.		
PERMITTED PURPOSES: Subject to receiving any necessary Zoning approvals, and compliance with Village Zoning and other codes, the Premises shall be used by HCS Family Services, an Illinois not-for-profit corporation, in pursuit of its general charitable purposes, which shall include the operation of a food pantry at the Premises, provided that such uses shall not be inconsistent with the general purposes for which the Lessee currently exists (collectively, the "Permitted Purposes").		

LESSEE

Name: HCS Family Services,
an Illinois not-for-profit corporation

Address: 19 E. Chicago Avenue
Hinsdale, IL 60521

Contact: Ms. Wendy Michalski
Executive Director

LESSOR

Name: Village of Hinsdale, Illinois,
an Illinois municipal corporation

Address: 19 E. Chicago Avenue
Hinsdale, IL 60521

Contact: Ms. Kathleen Gargano
Village Manager

In consideration of the mutual covenants and agreements herein stated, Lessor leases to Lessee and Lessee accepts and leases from Lessor solely for the above Permitted Purposes the Premises designated above, together with the appurtenances thereto, for the Term set forth in Section 2 below.

1. BACKGROUND; EXISTING ARRANGEMENT; TERMINATION OF RIGHT: Lessee currently utilizes space at the Village-owned Memorial Building at 19 E. Chicago Avenue without cost to Lessee based on an arrangement that was initiated with a resolution approved by the Village Board of Lessor on June 26, 1928, at the time of the original transfer of the Memorial Building to the Village, pledging certain office space within Memorial Hall for the use of the Hinsdale Nursing and Relief Association. The use at the Memorial Building by Lessee, a successor organization to the Hinsdale Nursing and Relief Association, has expanded in scope since that time beyond the originally provided space to its current use of approximately 2,000 square feet, without formalization of specific terms. It is intended that part of the consideration for this Lease will be the complete cessation of use by Lessee of the Memorial Building due to its voluntary vacation of the Memorial Building premises and its relocation to the Premises as described herein. Following the issuance of a certificate of occupancy at the Premises, as described herein, Lessee shall have ninety (90) days to vacate the Memorial Building, and shall have no right to any further use of space at the Memorial Building.

2. TERM; EXTENSION TERMS: The Lease shall commence on the Effective Date, which shall be the date the Lease is executed by the Lessor, and shall be inserted as the "Date of the Lease" in the table above. The actual Term of the Lease, however, shall commence six (6) months after the issuance of a building permit for the Buildout Work, as described below (the "Term Commencement Date"). The Term Commencement Date shall be inserted in the table above as the beginning date, and a date ten (10) years after the Term Commencement Date shall be inserted in the table above

as the ending date. The initial term (the "Initial Term"), once commenced, shall run for a period of ten (10) years between the dates as set forth in the table above, unless sooner terminated by either party as hereinafter described. The Parties may mutually agree to extend the term of this Lease for up to three (3) additional five (5) year periods (the "First Extended Term", "Second Extended Term" and "Third Extended Term," respectively, and collectively, the "Extended Terms") upon the terms, covenants and conditions contained in this Lease. To exercise its option to extend the Lease for each of the Extended Terms, Lessee must provide written notice of its desire to extend the term at least twenty-four (24) months prior to the end of the Initial Term or Extended Term, as applicable ("Extension Request"). Subject to the terms and provisions of Section 8, the Lessor shall, upon receipt of an Extension Request, have ninety (90) days in which to accept the Extension Request, or, in its discretion, deny the Extension Request. In order to make an Extension Request, Lessee must not then be in default beyond any applicable notice and/or cure period and must not have been in material default more than three (3) times during the Initial Term, or during any individual Extended Term. Unless extended or earlier terminated, the Initial Term of the Lease ends on the ending date and time listed in the table on page 1 above. Unless further extended, and only if applicable, the First Extension Term and Second Extension Term shall end five (5) years and ten (10) years, respectively, from the ending date and time listed in the table on page 1 above. The Third Extension Term, if applicable, shall end fifteen (15) years from the ending date and time listed in the table on page 1 above.

3. RENT: Lessee shall pay no rent to the Lessor for the occupancy and use of the Premises either during the Initial Term or during any Extended Term.

4. PAYMENT OF REAL ESTATE TAXES: The premises are currently exempt from real estate property taxes. As the Premises shall continue to be used for public purposes, and are not leased for profit, and Lessee is a not-for-profit charitable organization, the leasehold interest created in the Premises hereby should not be taxable.

5. PAYMENT OF ALL OTHER TAXES: Lessee shall be responsible for and shall pay before delinquent all federal, state, county and municipal taxes, if any, coming due during or after the Term Commencement Date and during the Term of this Lease against the leasehold estate or against personal property of any kind owned or placed in, upon or about the Premises by Lessee.

6. UTILITY SERVICES: The Lessor shall generally be responsible for acquiring and providing, and shall bear the reasonable cost of the following services and utilities required at the Premises: electricity, gas, water, sewer, trash pickup, landscaping, and removal of snow (subject to Section 11.D., **and including removal of snow on the Access Walk as defined in and specified in Section 7.H.**) Lessee shall be responsible for obtaining any additional utility services for the Premises that it desires, including but not limited to telephone service, internet service and cable service. Lessor shall allow the phone company, cable company and internet provider the right to enter upon Lessor's property to install the service lines and facilities. Lessee shall have no obligation to cause the removal of such lines and facilities at the end of the Term.

7. MODIFICATIONS TO PREMISES:

A. Certain Lessee improvements (the "Lessee Improvements") shall be made by the Lessee at the sole cost and expense of the Lessee. All Lessee Improvements are to be completed before Lessee can occupy the Premises. The Lessee Improvements consist of (1) ~~construction of a new parking area on the north side of the Building, subject to receiving any necessary zoning approvals, Lessor approval of any building, engineering and/or other required plans, and any other approvals required by the Lessor or other permitting authority;~~ (2) subject to Lessor's approval of any building, engineering and/or other required plans, which approval shall not be unreasonably withheld, conditioned or delayed, the buildout of the interior space for Lessee's office, food pantry and other Permitted Purposes; and (3) certain exterior improvements and signage, subject to receiving any necessary zoning approvals, and Lessor approval of any building, engineering and/or other required plans.

B. Lessee acknowledges that the area that includes the Premises is an existing planned development, and that certain zoning approvals are necessary in order to construct the Lessee improvements. Lessee shall cooperate with the Lessor in seeking such zoning approvals as are deemed necessary in order to construct the Lessee Improvements, including any requested signage and including acting as a co-

applicant with the Lessor for such relief if requested. In the event the zoning approvals necessary for construction of the Lessee Improvements are not approved within one hundred eighty (180) days following the Effective Date, this Lease shall automatically terminate and be of no further force or effect. In the event of such termination, each Party shall bear their own costs, and the Parties shall have no further obligation to each other under this Agreement.

- C. On or before a date one hundred eighty (180) days following the Effective Date, Lessee shall deliver to Lessor an application for a building permit to construct the Lessee Improvements together with all construction and drawings, plans and specifications as required by existing ordinances of the Lessor. In the event the Lessor does not issue a building permit to the Lessee, Lessee shall have the right to terminate this Lease by providing written notification thereof to the Lessor. In the event of such termination, each Party shall bear their own costs, and the Parties shall have no further obligation to each other under this Agreement.
- D. Lessor hereby agrees to waive the building permit fees and any inspection fees related to the Lessee Improvements. The Lessor shall not waive any expenses that are considered "pass through expenses" to the Lessee associated with Lessee Improvements.
- E. Lessee may access the Premises following the Effective Date and prior to the Term Commencement Date, in order to plan any improvements and obtain information necessary to prepare its building permit application, and to commence and construct the Lessee Improvements following the issuance of a building permit. Lessee agrees to construct the Lessee Improvements, as well as any other improvements approved by the Lessor pursuant to subsection 7.A. above, consistent with the plans approved by the Lessor's Staff pursuant to this subsection, within two hundred forty (240) days of receiving a building permit. Upon completion of the Lessee Improvements, Lessee will seek a certificate of occupancy. The period of time prior to the issuance of a certificate of occupancy is the "Buildout Period". The Lessee Improvements are estimated to cost approximately \$420,000.
- F. Whether during the Buildout Period or during the Term of the Lease, Lessee shall not make any interior replacement, alteration, improvement or addition to or removal from the Premises which affects the structural integrity of the ~~building~~ Building (hereinafter "alteration"), without prior written approval of Lessor's Village Manager and issuance of appropriate permits following a submission of plans and related documents as set forth in this subsection, for staff review. Consent to interior alterations not affecting the structural integrity of the ~~building~~ Building are subject to Lessor's approval of any building, engineering and/or other required plans, which shall not be unreasonably withheld. Consent to any exterior alterations or improvements to the Premises may be withheld in the Village's Manager's sole discretion. In the event Lessee proposes to make any alteration, Lessee shall, prior to commencing such alteration, submit to Lessor for prior written zoning and/or other approval: (i) detailed plans and specifications; (ii) including the name, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by Lessor, naming Lessor and any other parties designated by Lessor as additional primary insureds; and (v) all other documents and information as Lessor may reasonably request in connection with such alteration. Neither approval of the plans and specifications nor supervision of the alteration by Lessor shall constitute a representation or warranty by Lessor as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Lessee shall pay the entire cost of any alteration. Each alteration shall be performed in a good and workmanlike manner, in accordance with the zoning approvals, plans and specifications approved by Lessor, and shall meet or exceed the standards for construction and quality of materials established by Lessor for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements.
- G. Promptly after the completion of the Lessee Improvements and provided that following inspection it is determined that the Lessee Improvements have been constructed in accordance with the submitted and

approved plans and specifications submitted to the Lessor, and provided the Lessee is in compliance with the terms of this Lease and with all other applicable Village codes, Lessor shall issue to Lessee a certificate of occupancy. Unless the completed Lessee Improvements do not conform to the requirements of this subsection, or Lessee is in default of the terms of this Lease or in violation of other applicable Village codes, Lessor shall issue the certificate of occupancy.

H. ~~Lessor and Lessee agree to work together with ComEd in the relocation of an existing utility pole located north of 22 N. Elm. The cost of such relocation shall be split between Lessor and Lessee, with the Lessor's portion not to exceed twenty five thousand and 00/100 dollars (\$25,000.00). Lessor shall construct a public sidewalk (the "Access Walk") commencing at the north end of the existing parking lot on the west side of Elm Street and extending north to Walnut Street, for use by Lessee and its patrons and the general public. Construction of the Access Walk shall be at Lessor's sole cost and expense and shall be completed within 100 calendar days of issuance by the Village of a building permit for the Lessee Improvements, weather permitting. Lessee shall, at its sole cost and expense, be responsible for snow removal on the Access walk.~~

I. Maintenance of the exterior of the Building is the responsibility of Lessor as set forth below in Section 9. However, Lessor may consent to the performance of certain necessary exterior improvements by Lessee following the Buildout Period and construction of the Lessee Improvements. Unless otherwise agreed to, any exterior improvements performed by the Lessee, following approval by Lessor, shall be at Lessee's sole cost and expense.

8. **RELOCATION:** If Lessor sells or desires to sell the property underlying the Premises, or otherwise desires or needs to utilize the Premises for other purposes, Lessor shall have the right, at any time after the end of the sixth (6th) year of the Initial Term and during the Extended Terms, if any, upon not less than two (2) years' notice to Lessee, to relocate Lessee to a replacement premises (the "Replacement Premises") selected by Lessor that will be suitable for Lessee to continue providing comparable services, taking into reasonable consideration the totality of the circumstances, including such factors as size, traffic, customer parking, location, parking and loading accessibility for HCS vans, ability to provide drive-thru services and single level space. Lessor shall continue to be responsible, with respect to such Replacement Premises, for the same items agreed to herein with respect to the Premises for the remainder of the Initial Term or, if applicable, the Extended Terms. The Parties agree that should the Lessor desire to relocate the Lessee from the Premises, the Replacement Premises shall be available to Lessee on the same terms and conditions set forth herein for the duration of the Initial Term and the Extended Term(s), if applicable, and the size of the Replacement Premises provided by Lessee must at equal or exceed the currently utilized space in Memorial Hall (approximately 2,000 square feet).

In the event the Lessor relocates Lessee to Replacement Premises at any time prior to the end of the Initial Term, as extended by the Extended Terms, the Lessor shall make payment to Lessee of a portion of the reasonable cost of the Lessee Improvements ("Lessee Improvement Costs") made by Lessee to the Premises, as defined below, based on the following formula:

- a. If relocation occurs anytime following the Buildout Period but before the conclusion of the Initial Term: 150% of the Lessee Improvement Costs;
- b. If relocation occurs anytime during the First Extended Term: 75% of the Lessee Improvement Costs;
- c. If relocation occurs anytime during the Second Extended Term: 50% of the Lessee Improvement Costs; and
- d. If relocation occurs during the Third Extended Term: 25% of the Lessee Improvement Costs.

Lessee shall provide estimates of the cost of the Lessee Improvements to the ~~Village-Lessor~~ for review and approval as to reasonableness at the time of execution of this Lease (the "Cost Estimates"). For purposes of this Lease and calculations made in this Section, the Lessee Improvement Costs shall mean the lesser of the approved Cost Estimates or the actual cost of the Lessee Improvements (including both hard and soft costs) as demonstrated by construction invoices, receipts

and payments made by Lessee to architects, contractors, subcontractors, suppliers and other third parties providing construction services, which documentation shall be provided to the Lessor upon completion of the Lessee Improvements and prior to occupancy of the Premises, and maintained in Village-Lessor files.

9. USE, SIGNAGE, PARKING, ZONING, LOADING & STORAGE:

- A.** No temporary or permanent awnings or other fixtures or attachments may be placed on the exterior of the Premises without Village-Lessor zoning approvals, if required, and the Village Manager's approval of the need for, content, design and location of the awning, fixture or attachment, which approval may be withheld, in the Lessor's absolute discretion. Any requested awnings, fixtures and attachments must be consistent with the design of the building-Building and nature of the Village-owned grounds adjacent to the Premises (the "Adjacent Village-Owned Area").
- B.** No temporary or permanent signs may be placed on the Premises or Adjacent Village-Owned Area without such sign approvals as required by the Village's zoning and other codes, and the Village Manager's approval of the need for, content, size, design and location of the sign, which approval may be withheld, in the Lessor's absolute discretion. Lessee shall have the right to seek approval of an identification sign which would be visible from the train tracks and so-called "wayfinding" signs directing its clients to the Premises. The content, size, design and location of the signs shall be consistent with the design of the building and nature of the Adjacent Village-Owned Area. The Lessor reserves the right to post or place informational signs, or to have such signs posted or placed on the exterior of the Premises or the Adjacent Village-Owned Area. No political or election signs shall be placed or maintained on the Premises or Adjacent Village-Owned Area at any time.
- C.** As acknowledged by the Lessee and detailed in Section 7.B. above, the area that includes the Premises is an existing planned development, and certain zoning approvals are necessary in order to construct the Lessee Improvements on the Premises.
- D.** Lessee shall, at its sole cost and expense, obtain any and all governmental permits and other approvals that may be required in connection with the Permitted Purposes. While Lessee has a right, subject to such approval(s), to use the Premises for the Use and Purposes specified herein, Lessee may not use the Premises or Adjacent Village-Owned Area at any point during the Initial Term or Extended Terms in a manner that interferes with or disturbs the use of the Adjacent Village-Owned Area by Lessor for any lawful purposes.
- E.** Should any zoning relief be necessary for operation of the food pantry use under the Village Zoning Code, the Village Board shall consider any zoning relief necessary to approve the food pantry use, prior to commencement of the Buildout Period. Subject to approval of any necessary zoning relief, the Lessor will assure that Lessee is granted and provided all Village permits and licenses that conform to Village requirements and are necessary for its use. In addition, and, except as otherwise detailed in the Lease, the Lessor will not charge Lessee any fees or other charges in conjunction with its use and occupancy of the Premises.
- F.** The Lessee shall use the Premises only for the Permitted Purposes stated herein. If Lessee desires to propose a use in addition to or other than the Permitted Purposes, it shall submit a request in writing to Lessor explaining the nature of such use and the reasons for such a request. Lessor agrees to consider such request and, in the case of a permitted use (as allowed under the Village's Zoning Code) other than the Permitted Purposes, advise Lessee of Lessor's decision within sixty (60) days after receipt of the request and all supporting documentation required by Lessor. Any uses other than permitted uses under the Zoning Code that Lessee may wish to propose shall be subject to all necessary approvals and other requirements of the Zoning Code prior to the commencement of such use(s).
- G.** ~~As noted above, a portion of the Lessee Improvements includes construction of a new parking area (the New Parking Area) to the north of the Building.~~ Between the New Parking Area, six (6) parking spaces in front of the Building (the "Front Parking Area"), and the existing parking area to the south of the Building (the "Existing Parking Area"), nearby spaces on Symonds Drive, and spaces to be dedicated to the

Lessee's use during certain hours for parking and/or loading on Elm Street to the east of the Premises and adjacent to the Access Walk (the "Elm Street Parking and Loading Area"), sufficient public parking exists within and adjacent to the Premises to serve the Lessee's use. Lessee shall have exclusive use of the New Parking Area, Front Parking Area, and Existing Parking Area, and certain Symonds Drive parking spaces and the Elm Street Parking and Loading Area during certain hours of food pantry operation as posted by the Lessor, but such Parking Areas shall be available for use by the general public during non-operating hours. Changes in the Lessee's operational plan or methods, or based on the experiences of the Parties once the uses are commenced, and which decrease the need for exclusive use of parking during certain hours and/or generally, may result in changes to reserved parking by mutual agreement of the Parties. Appropriate signage shall be posted to designate exclusive versus non-exclusive hours and use of the Parking Areas. Lessee shall have no exclusive right to any particular parking within the Adjacent Village-Owned Area other than as specified in this subsection G. The various parking areas are shown on the depiction of the Premises attached hereto as Exhibit "1" and made a part hereof.

- H. Lessee's use of the Premises shall conform to all pertinent and applicable Village Codes, ordinances and regulations. Lessee shall not allow, keep or store on the Premises any flammable or explosive liquids or materials. Lessee shall not use or permit the Premises to be used for any purpose which shall create a safety hazard upon or imperil the safe use of the Premises, or engage in any activity which is or would be disapproved by the Lessor for reasons of safety.
- I. In the event Lessee takes deliveries through the door on the west side of the Building, Lessee shall schedule deliveries so as to minimize delivery windows and the time during which deliveries will block access by Lessor vehicles to the public works site accessible through the same shared drive. Lessee shall provide a schedule of deliveries to be taken through the door on the west side of the Building to the Lessor in order to minimize any shared drive conflicts and will keep the Lessor updated to any schedule changes.

10. INSURANCE; PAYMENT OF PREMIUMS: The Lessor shall insure the ~~building~~ Building on the Premises for replacement value and in the event of any casualty loss the insurance proceeds will be utilized to repair or restore the Premises.

Lessee agrees to maintain, commencing upon execution and during the Term of this Lease, at its expense, the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:

- A. **Comprehensive General Liability** - insuring Lessee against liability for personal injury, death or damage to property arising out of the use of the Premises by Lessee. Required policy limits are not less than two million dollars (\$2,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence in the event of bodily injury or death to one or more persons, and in an amount of not less than one million dollars (\$1,000,000) for property damage.
- B. **Workers' Compensation and Employers' Liability** – Workers' Compensation coverage with statutory limit and Employers' Liability limits of \$500,000 per accident.

Lessee expressly acknowledges that its use of the Premises is at its own risk. Lessee shall pay on a timely basis all of the premiums for the insurance coverage required by this Lease. In no event shall the Lessor have any financial responsibility to Lessee as a result of any loss or damage occurring on the Premises unless such loss or damage is caused by the gross negligence or intentionally wrongful act of the Lessor. Lessee waives any rights of action against the Lessor for loss or damage covered by the insurance required hereunder, and the policies of Lessee shall permit such waiver. Such policies shall be provided by an insurance company duly authorized to do business in Illinois and reasonably acceptable to the VillageLessor.

On or prior to the Lease Execution Date, and annually thereafter and at any such time a new policy is issued, Lessee shall provide insurance certificate(s) related to the liability policies specified above to the Village Manager that

show "the Village of Hinsdale, and its appointed and elected officials, president, trustees, employees, volunteers, attorneys and agents," as additional primary insureds under all liability insurance coverages required by this Lease. The insurance coverages required by this Lease shall be primary to any coverage maintained by Lessor and the insurance certificates shall contain an express provision that coverage cannot be cancelled without prior written notice delivered to the Village Manager at least thirty (30) days prior to the date of cancellation. Lessee agrees to comply with any and all recommendations of any insurance company or companies concerning changes in Lessee's manner of use of the Premises which will avoid invalidating or increasing the premium cost of any policy of insurance carried on for the purposes and any structure thereon written by Lessee. Lessee shall comply with each of the terms and conditions relative to insurance coverage for the Premises. Failure to timely pay any insurance premiums, causing a loss or lapse in coverage, shall be considered a breach and cause for immediate cessation of activities by Lessee at the Property.

Lessee shall, in addition, carry fire damage liability, and extended property or other coverage insurance insuring Lessee Improvements and Lessee's furniture and other personal property on the Premises. Lessee shall be entitled to any insurance proceeds Lessee receives concerning the unamortized costs of the Lessee Improvements, furniture, and other personal property as a result of any fire and extended coverage insurance under this paragraph. Lessor shall be entitled to any insurance proceeds Lessee receives for the Building or costs above those recoverable by Lessee as set forth in the preceding sentence, and shall use the proceeds to restore or rebuild the Building. Lessee shall be required to reimburse the Lessor out of such proceeds for costs related to securing the Premises until same can be repaired and/or demolished. Lessor shall not be entitled to receive any insurance proceeds from any insurance maintained by Lessee in the event the fire or other casualty damaging or destroying the Building is caused, in whole in part, by Lessor.

11. CONDITION AND UPKEEP OF PREMISES:

- A.** Lessee, having inspected the Premises, is familiar with and knows the condition of the Premises, has received the Premises in good order and repair, and acknowledges that no representations as to the condition and repair have been made by Lessor, or its agent, prior to or at the execution of this Lease that are not herein expressed. The Lessee is taking possession of the Premises in "AS IS, WHERE IS" condition, including all environmental conditions associated with the soil and groundwater, subject to any representations and warranties of the Lessor as set forth herein.
- B.** Following the issuance of a certificate of occupancy by Lessor, Lessee, at its own cost and expense, will maintain the interior of the Building and all improvements located within the interior in good repair and in accordance with all federal, state, county and Village regulations, laws and ordinances applicable thereto, and keep said improvements from unusual deterioration, provided that such obligation shall not apply to structural portions and the building and mechanical systems of the Building, including, without limitation, the HVAC, electrical, plumbing repairs in excess of \$1,000, gas piping, fire protection, and sewer systems. The Lessor shall be responsible for the cost of, and shall maintain in good repair, all building and mechanical systems of the Building. With respect to all maintenance and repair obligations of Lessee, following the Buildout Period, Lessee shall not be responsible for and the Lessor shall be responsible for, all major repairs and maintenance (defined as maintenance or repairs with costs in excess of \$1,000) of the Premises, including all such repairs of building and mechanical systems, sidewalks, walls, roofs, parking lots and landscaping, not due to the misuse, waste or neglect of Lessee or that of Lessee's employees, agents or visitors. The Lessor shall, following completion of the Buildout Period, and at the Lessor's cost, where replacement is necessary, replace all plumbing fixtures, electrical systems, heating systems and/or air conditioning systems needing major repair with others of equal quality.
- C.** Lessor, at Lessor's cost, will keep the roof, exterior walls, foundation, structural components, gutters, load bearing walls, other load bearing components and other exterior portions of the Building, including all sidewalks, including the Access Walk, driveways, parking lots, landscaping, grass and infrastructure improvements that serve the Premises in good working order and in a clean and healthful condition according to the applicable municipal ordinances during the term of this Lease.

- D. While the Lessor shall periodically perform snow removal of the adjacent driveway, ~~and~~ parking areas, and the Elm Street Parking and Loading Area, in accordance with its normal plowing schedule, any snow removal required on a more urgent basis for the operation of the Use on the Premises needs to be scheduled and paid for by Lessee.
- E. Lessee is liable for all damage of any kind, death, illness or injury sustained by any person which arises from or is caused by Lessee's business operations or caused by any equipment used by Lessee or its employees, invitees or agents, any buildings used by Lessee or its employees, invitees or agents, any vehicles used by Lessee or its employees, invitees or agents or Lessee's agents, invitees or employees.
- F. Lessee agrees to store all waste, scrap, garbage, etc., in enclosed metal or other approved containers in areas outside of the Building as designated by Lessor and agrees not to permit any non-operating motor vehicles or equipment to be stored on the Premises.

12. LESSEE NOT TO MISUSE, SUBLET; ASSIGNMENT:

- A. Lessee shall not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the Lessor or disturb the Adjacent Village-Owned Area, neighborhood or public, and will not permit the same to remain vacant or unoccupied for more than three consecutive months (except due to inclement weather); and will not allow any temporary or permanent signs, cards or placards of any kind to be posted (other than any Lessor-approved signage for the Premises), or placed thereon, nor permit any alteration of or addition to any part of the Premises, except as approved by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.
- B. Lessor represents to Lessee that the use of the Premises for the Permitted Purpose as described in this Lease shall not cause an increase in the rate of Lessor's insurance, so long as Lessee complies with all laws, ordinances, rules and regulations of governmental authorities now and hereafter in effect. Lessor agrees that if Lessee's future use or occupancy of the Premises results in an increase in Lessor's insurance premiums, that Lessor will so notify Lessee, and Lessee shall have the option of either 1) discontinuing the use which results in the increased premium, or 2) paying the total increase of Lessor's insurance premium to the extent that such increase was caused by Lessee's use or occupancy of the Premises.
- C. Lessee shall have no right to assign, sublet or transfer this Lease or any interest herein without the express written consent of the Lessor, which consent may be withheld in the sole discretion of the Lessor. Lessee shall not allow the Premises to be occupied in whole, or in part, by any other person, without the Lessor's prior written consent, which consent may be withheld in the sole discretion of the Lessor. Any assignment, subletting, or transfer of this Lease, or occupancy, without Lessor's prior written consent, shall, at Lessor's option, be deemed to be void and of no force or effect. Notwithstanding any approved or unapproved assignment, sublet, transfer or occupancy, Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants or conditions of this Lease.

13. INDEMNIFICATION: Lessee shall at all times protect, indemnify and hold harmless the Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys, and agents, and indemnify them against and from any and all causes of action, claims, demands, liabilities, losses, expenses, penalties, damages or charges of any kind, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the failure of Lessee in any respect to comply with and perform all of the requirements and provisions of this Lease, any violation of any laws or ordinances relating to or arising out of the operation of Lessee, or out of or in connection with any actions of Lessee or its employees, invitees or agents on the Premises, whether occasioned by the actions or omissions of Lessee or those persons using the Premises, or arising or occurring as a consequence of any activities performed on the Premises, causing injury, illness or death to any person or damage to property, except if caused by the omission or fault of the Lessor, its employees or any other party acting on behalf of Lessor.

Lessee waives and releases all claims and causes of action it has or may have in the future against Lessor, and its past, current and future officers, appointed and elected officials, president, trustees, employees, volunteers, attorneys, and agents, for losses or damages of any kind sustained by Lessee relating to or arising out of any accident or other occurrence on or within the Premises, or occurring as a consequence of any activities performed on the Premises, causing injury, illness or death or occurring resulting directly or indirectly from any act, actions or omissions of Lessee or its employees, invitees and agents, or the operation of its businesses on the Premises, except if caused by the act, omission or fault of the Lessor, its employees or any other party acting on behalf of Lessor.

14. NO LIENS, MORTGAGES OR OTHER ENCUMBRANCES: The Lessee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or be filed against title to the Premises. The Lessee shall not use the Lease as security or collateral for any financing of any kind nor shall the Premises or Lease be pledged or collateralized for purposes of securing any debt, loan, note, mortgage or contract. The Lessee shall indemnify and hold harmless the Lessor and its Premises, from any such lien, encumbrance or claim therefor and from any and all cost or expense incurred in connection with any such lien, encumbrance or claim, including, attorneys' fees and expenses incurred with removing, settling or contesting such lien, encumbrance or claim.

15. UCC LIENS and MECHANIC'S LIENS: Lessee shall promptly pay all creditors, equipment providers, contractors, mechanics and materialmen, and shall not permit or suffer any lien to be filed against or attach to the Premises or any part thereof. If any mechanic's, materialman's or other similar lien shall at any time be filed against or attach to the Premises or any part thereof on account of any materials furnished or claimed to have been furnished, or on account of any work, labor or services performed or claimed to have been performed, for or at the direction of Lessee, Lessee shall, at its sole cost and expense, promptly cause the same to be discharged of record by payment, bond, order of court, or otherwise. In the event Lessee fails to discharge or insure over such lien within thirty (30) days of written notice by Lessor, Lessor shall have the further right, without notice to Lessee, to cause the removal of any lien (but Lessor shall have no obligation to do so) and to collect upon demand from Lessee all of Lessor's costs and expenses, including, without limitation, attorneys' fees and expense, for removing same.

16. NON-LIABILITY OF LESSOR: Lessor shall not be liable for any damages of any kind occasioned by its failure to keep the Premises in repair, or for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about Premises or any Building or improvement thereon or for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, or for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property, except due to the omission or fault of Lessor or its employees.

17. ACCESS TO PREMISES: Lessee will allow Lessor reasonable access to the Premises with prior notice and during normal working hours, provided that such access shall be conducted in a manner as not to unreasonably interfere or disrupt the business activities of Lessee or interfere with Lessee's quiet enjoyment of the Premises, for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make. In emergency situations, no prior notice shall be required, but the Lessor shall endeavor to provide prompt notice to the Lessee of the emergency events that required immediate access to the Premises.

18. QUIET ENJOYMENT: So long as Lessee is in possession of the Premises and is not in default beyond any applicable cure period provided for herein, Lessor agrees that Lessee may peacefully and quietly enjoy the Premises without disturbance or hindrance by any person holding under or claiming through the Lessor.

19. CONTRACTS AND SERVICE AGREEMENTS: The Lessee shall not permit any management, service, equipment, supply, maintenance, concession or other agreements relating to the Premises to be binding on the Lessor in the event that this Lease is terminated or at the time of its expiration.

20. ABANDONMENT AND RELETTING: If Lessee shall abandon or vacate the Premises for a period of more than three (3) consecutive months (other than during any approved renovations), or if Lessee's right to occupy the Premises is terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit.

21. PAYMENT OF COSTS: In the event of a default by either party hereunder, the defaulting party shall pay to the other party all reasonable costs, attorney's fees and expenses that shall be made and incurred by said party in enforcing its rights and remedies hereunder.

22. ESTOPPEL CERTIFICATES: At any time and from time to time, Lessee and Lessor agree, upon request in writing from the other party, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Rent and other charges have been paid, and any other factual data relating to this Lease or the Premises which the requesting party may reasonably request.

23. ENVIRONMENTAL MATTERS: To the best of Lessor's knowledge, there are no Hazardous Materials (as hereinafter defined) or other environmental conditions existing on or under the Premises. The Lessee represents, covenants and warrants that Lessee's operation in, on or under the Premises shall be in compliance with all applicable environmental laws. The Lessee shall not use, generate, transport, store, dispose of or release any hazardous substance, material, contaminant, or pollutant, as defined by the any federal or state environmental laws ("Hazardous Materials"), in, under, on or about the Premises. The Lessee, at its cost, shall remediate any Hazardous Materials or other dangerous environmental condition that it (or its employees, agents or contractors) creates or causes with respect to the Premises, in accordance with all federal, state, county and local applicable laws and regulations. The term "Hazardous Materials" in addition shall include any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Illinois, or the United States government, including, but not limited to, any material or substance which is: a) petroleum or a petroleum-based substance; b) asbestos; c) polychlorinated biphenyls; d) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 3121) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1371); e) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6901); or g) subject to regulations as a hazardous chemical substance pursuant to Section 6 of the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (15 U.S.C. Section 2605). Except for any Hazardous Materials or other environmental conditions existing on or under the Premises prior to the first day of this Lease, the Lessee shall indemnify and hold the Lessor, and its agents, harmless against any claim, suit, loss, liability or damage, including, attorneys' fees and expenses incurred by the Lessor, and its agents, in defending itself or complying with applicable laws and regulations, arising out of or relating to the disposal or release of any Hazardous Materials in, under, on or about the Premises, by the Lessee that occurs on or after the first day of this Lease. Lessee shall notify Lessor in writing on the first date of the Lease of any chemicals that might be needed to facilitate Lessee's businesses. The Lessee agrees that it is taking possession of the Premises in "AS IS, WHERE IS" condition, including all known Hazardous Materials or other environmental conditions existing on or under the Premises prior to the first day of this Lease, and that it shall comply with each of the environmental, indemnification, defense covenants set forth herein. Lessee shall have a duty or obligation to remediate or remove any Hazardous Materials which are located in the Building as of the date hereof as necessary to use the Premises for the Permitted Purposes. Under no circumstance shall any term or provision of this Lease require Lessor to remediate any Hazardous Materials located within the Premises unless required by any federal, state, county or local law, ordinance, statute or regulation.

24. COUNTERCLAIM: If Lessor commences any proceedings for non-payment of Rent or other sums due hereunder, Lessee will not interpose any voluntary counterclaim relating to such matters in such proceedings. This shall not, however, be construed as a waiver of Lessee's right to assert such claims in a separate action brought by Lessee. The covenants to pay rent and other amounts hereunder are independent covenants and Lessee shall have no right to hold back, offset or fail to pay any such amounts by reason of default by Lessor or for any other reason whatsoever.

25. WAIVER OF TRIAL BY JURY AND RIGHTS OF REDEMPTION: To the extent permitted by law, Lessee waives any and all right to a trial by jury and rights of redemption granted by or under any present or future laws if Lessee is evicted or dispossessed for any cause, or if Lessor obtains possession of the Premises due to Lessee's default under this Lease or otherwise.

26. CONDEMNATION: If all or any part of the Premises is condemned, then either Lessor or Lessee may terminate this Lease by giving written notice of termination within thirty (30) days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation. Condemnation shall be defined to mean the time when a condemnation or eminent domain proceeding is actually filed in a court of competent jurisdiction. In the

event that a portion of the Premises, but not all, is taken by condemnation, the remaining Premises must be reasonably suitable for Lessee, without further modification to the Premises, as determined by the Village Engineer, to continue its usual and customary business activities from the Premises. If not, Lessor or Lessee shall have the right to terminate the Lease. If this Lease so terminates, Rent and any other payments due under this Lease shall be paid through and apportioned as of the filing date of such condemnation lawsuit. If the Lease is not terminated, the Lease shall remain in full force and effect. Subject to the Lessor's exclusive right to receive just compensation for taking of the Rent, Lessee may pursue its own claim against the condemning authority for compensatory damages and moving expenses resulting from the condemnation of its leasehold interest. The foregoing right of termination shall not apply with respect to any condemnation for street improvements or widening, or for public utility easements.

27. SURRENDER OF PREMISES: Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Lessee's right to possession of the Premises, Lessee will at once surrender and deliver up the Premises, together with all improvements thereon, to Lessor in the same or better condition which the Premises were in as of the Term Commencement Date, reasonable wear and tear and insured casualty excepted. **Lessee, at its cost, shall remove all vehicles, equipment, garbage, debris and other personal property from the Premises. The entire Premises shall be returned to Lessor free and clear of all rubbish and debris, and broom clean.** A failure of Lessee to remove such property shall be a breach of this Lease and Lessor has a right of action against Lessee for the balance of such removal costs. All attached improvements made by Lessee during the Term of the Lease shall remain on the Premises and become the property of Lessor upon termination. Lessee shall deliver the keys to the Building to the Village Manager or his or her designee at 19 E. Chicago Avenue.

28. DEFAULT: In the event of a failure by either party to fulfill any of its obligations under this Lease, or in the event of a material breach of any representation or warranty of either party under this Lease, which failure or breach continues after a notice and a demand for cure and a 30-day period for cure has passed or within such reasonable time period after written notice of the default if either party initiates and actively pursues good faith remedial action to cure the default within the initial 30-day cure period, such party shall be in default, and the non-defaulting party may seek any available and appropriate remedy at law or in equity, including without limitation declaratory and injunctive relief, mandamus, specific performance and rescission, in addition to remedies available under the Lease. In the event of any litigation to enforce the provisions of this Lease, the prevailing party in such litigation shall be entitled to recover its costs of litigation, including reasonable attorneys' fees and costs.

A. Events of Default: Each of the following shall constitute an event of default under this Lease:

- (1) Lessee fails to make any of the insurance payments or payments to Lessor specified herein within five (5) days after written notice to Lessee;
- (2) Lessee breaches any representation, covenant or warranty or obligations with respect to Hazardous Materials or environmental laws, causes or permits a dangerous or hazardous condition to exist in the Premises or a condition that jeopardizes Lessee's or Lessor's insurance coverage, and fails to remedy such condition immediately after written notice to Lessee;
- (3) Failure by either Party to observe or perform any other covenant or provision of this Lease to be observed or performed by it and a subsequent failure to cure such failure within thirty (30) days after written notice from the other Party;
- (4) The interest of Lessee in the Lease is levied upon under execution or other legal process;
- (5) A petition is filed by or against Lessee to declare Lessee bankrupt or seeking a plan of reorganization or arrangement under any Chapter of the Bankruptcy Code (as now or hereafter amended), and if filed against Lessee, such petition is not rescinded, or the bankruptcy proceeding is not dismissed, within forty-five (45) days after such filing;
- (6) A receiver is appointed for Lessee or for Lessee's property;
- (7) The voluntary or involuntary dissolution of Lessee, or its acquisition by another entity;

(8) Lessee abandons the Premises, suspends operations, or the Premises become substantially vacant for a period of three (3) or more consecutive months;

B. Lessor's Specific Remedies. Upon the occurrence of an event of default by Lessee under this Lease after the cure period, if any, has expired, Lessor, at its option, with written notice as hereinabove provided to Lessee may, in addition to all other rights and remedies provided in this Lease, or available to Lessor at law or in equity: terminate this Lease and Lessee's right to possession of the Premises and recover all damages to which Lessor is entitled under law. Lessee shall, upon termination, immediately remove its facilities, equipment and property from the Premises. In no event shall Lessor be obligated to pay Lessee any amounts nor shall Lessee be entitled to any credits by reason of the application of such present value formula.

29. NO-SMOKING FACILITY: The Premises and Adjacent Village-owned Areas are a no smoking facility. Lessee must comply with this provision and ensure that all employees, agents and invitees of Lessee comply with this provision.

30. RELATIONSHIP OF PARTIES: Nothing contained herein shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of landlord and tenant, or of principal and agent or of partnership, or of joint venture by the parties hereto, and neither the method of computation of the Rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Lessor and Lessee.

31. FINANCIAL RESOURCES: The Lessee shall provide a statement to Lessor at the time of execution confirming that it has the financial resources at its disposal necessary to undertake, perform and fulfill all of the obligations and duties set forth under this Lease, including the making of the Lessee Improvements.

32. NOTICES: All notices to or demands upon Lessor and Lessee desired or required to be given under any of the provisions of this Lease, shall be in writing and served by either certified mail, return receipt requested, by nationally-recognized overnight delivery service (such as Federal Express), or by personal delivery at the addresses listed for the Parties at page one above or as otherwise directed by the Parties in writing. Notices shall be deemed received at the earlier of actual receipt or one business day after deposit with an overnight courier as evidenced by a receipt of deposit or three (3) business days following deposit in the U.S. mail, as evidenced by a return receipt.

33. OTHER CONDITIONS:

A. CAPTIONS: The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining, limiting, or construing in any way the scope or intent of the provisions hereof.

B. COVENANTS BINDING ON SUCCESSORS: All of the terms, covenants, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties to this Lease, and wherever in this Lease reference is made to either of the Parties hereto, it shall be held to include and apply to, successors and assigns of such Party. Nothing herein contained shall be construed to grant or confer upon any person, firm, corporation or governmental authority, other than the Parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease.

C. ENTIRE AGREEMENT; AMENDMENTS MUST BE IN WRITING: This Lease, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire agreement and understanding between the Parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Lease. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Lease that are not fully expressed herein. None of the terms, covenants, conditions or undertakings of this Lease, to be kept and performed by either Party,

shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by each of the Parties hereto.

- D. **FORCE MAJEURE:** The time within which any of the Parties hereto shall be required to perform any act or acts under this Lease shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays, or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such Party, *provided, however,* that the Party entitled to such extension hereunder shall give prompt notice to the other Party of the occurrence causing such delay. The provisions of this Section shall not operate to excuse Lessee from prompt payment of Rent or any other payments required by the terms of this Lease.
- E. **NON-WAIVER:** The failure of either Party to enforce against the other any term, covenant or condition of this Lease shall not be deemed a waiver thereof, nor void or affect the right of the aggrieved Party to enforce the same term, covenant or condition on the occasion of any subsequent breach or default; nor shall the failure of either Party to exercise any option in this Lease upon any occasion arising therefore, be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.
- F. **CONSENTS:** Whenever the consent or approval of either Party is required herein, such consent or approval shall be in writing and shall not be unreasonably withheld, delayed or conditioned, and, in all matters contained herein, both Parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.
- G. **GOVERNING LAW; VENUE:** The Parties agree that for purposes of any lawsuit(s) between them concerning the subject matter of this Lease, and all questions of construction, interpretation, enforcement hereof, that all such controversies shall be governed by the statutory and common law of the State of Illinois; venue shall be in the Circuit Court of DuPage County, Illinois and the Parties consent to the jurisdiction of said Court for any such proceedings or action.
- H. **COUNTERPARTS:** This Lease may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- I. **PLURALS:** The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either Party to this Lease. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessee and to male or female, shall in all instances be assumed as though in each fully expressed.
- J. **SEVERABILITY:** Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.
- K. **HEADINGS:** The headings, titles and captions in this Lease have been inserted only for convenience, and in no way define, limit, extend or describe the scope or intent of this Lease.
- L. **AUTHORITY:** This Lease shall be in full force and effect, and legally binding, after it is signed by the duly authorized officers of each Party. The Parties warrant to each other that each of the signatories to this Lease are the duly authorized representatives of their respective corporate entity and each such person has signed this Lease pursuant to the authority duly granted to him or her by the corporate authorities of said corporate entity, who have acted by motion or approved a resolution (in the Lessor's case, at an open public meeting) that authorized and directed the representatives to sign this Lease.

- M. NO INDIVIDUAL OR PERSONAL LIABILITY:** Notwithstanding any other statement in this Lease, the Parties agree that the representations in this Lease are made on behalf of the Village of Hinsdale, and the President and Board of Trustees are not making such representations personally, are not parties to this Lease and shall incur no personal liability in conjunction with this Lease.
- N. FILING OF LEASE:** The Lessor or Lessee, in its discretion, may record a copy of this Lease with the Office of the County Recorder.
- O. EXHIBITS:** True and correct copies of the below-listed Exhibits are attached hereto and made a part of this Lease or shall be incorporated herein after their approval and execution by the Parties:
- (a) **EXHIBIT "1"** – Description/Depiction of Location of **Premises, including parking areas.**
- P. RIGHTS CUMULATIVE:** The rights and remedies of Lessor under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Lessor waive any other right or remedy.
- Q. REMEDIES NOT EXCLUSIVE:** The obligation of Lessee to pay the Rent required during the balance of the term of this Lease shall not be deemed to be waived, released or terminated, by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any Rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.
- R. TIME OF THE ESSENCE:** Time is of the essence in the performance of all terms, covenants and conditions of this Lease.
- S. ACCORD AND SATISFACTION:** Lessor shall be entitled to accept, receive and cash or deposit any payment made by Lessee for any reason or purpose or in any amount whatsoever, and apply the same at Lessor's option to any obligation of Lessee and the same shall not constitute payment of any amount owed except that to which Lessor has applied the same. No endorsement or statement on any check or letter of Lessee shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such checks or payments shall not prejudice Lessor's right to recover any and all amounts owed by Lessee under this Lease and Lessor's right to pursue any other available remedy.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date of Lease stated above.

LESSOR: VILLAGE OF HINSDALE, ILLINOIS

LESSEE: HCS FAMILY SERVICES

By: _____
Village President

By: _____
Executive Director

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____

Its: _____

Date: _____

Date: _____

EXHIBIT "1"

DESCRIPTION/DEPICTION OF PREMISES

EXHIBIT "1"

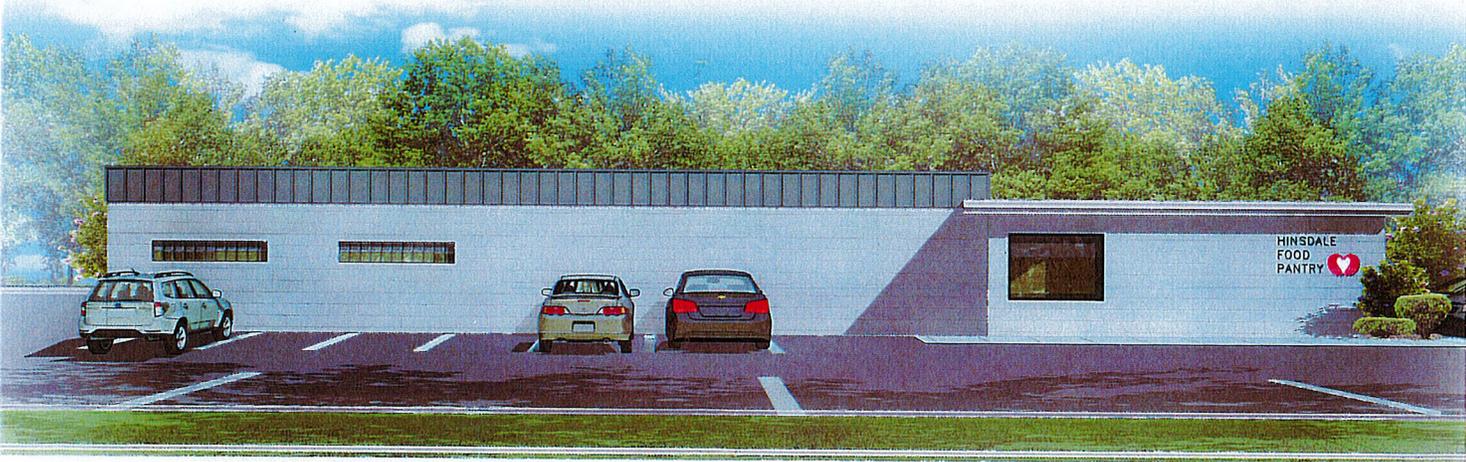
DESCRIPTION/DEPICTION OF PREMISES



Conceptual Draft and Subject to Change-East Elevation-22 N. Elm Street



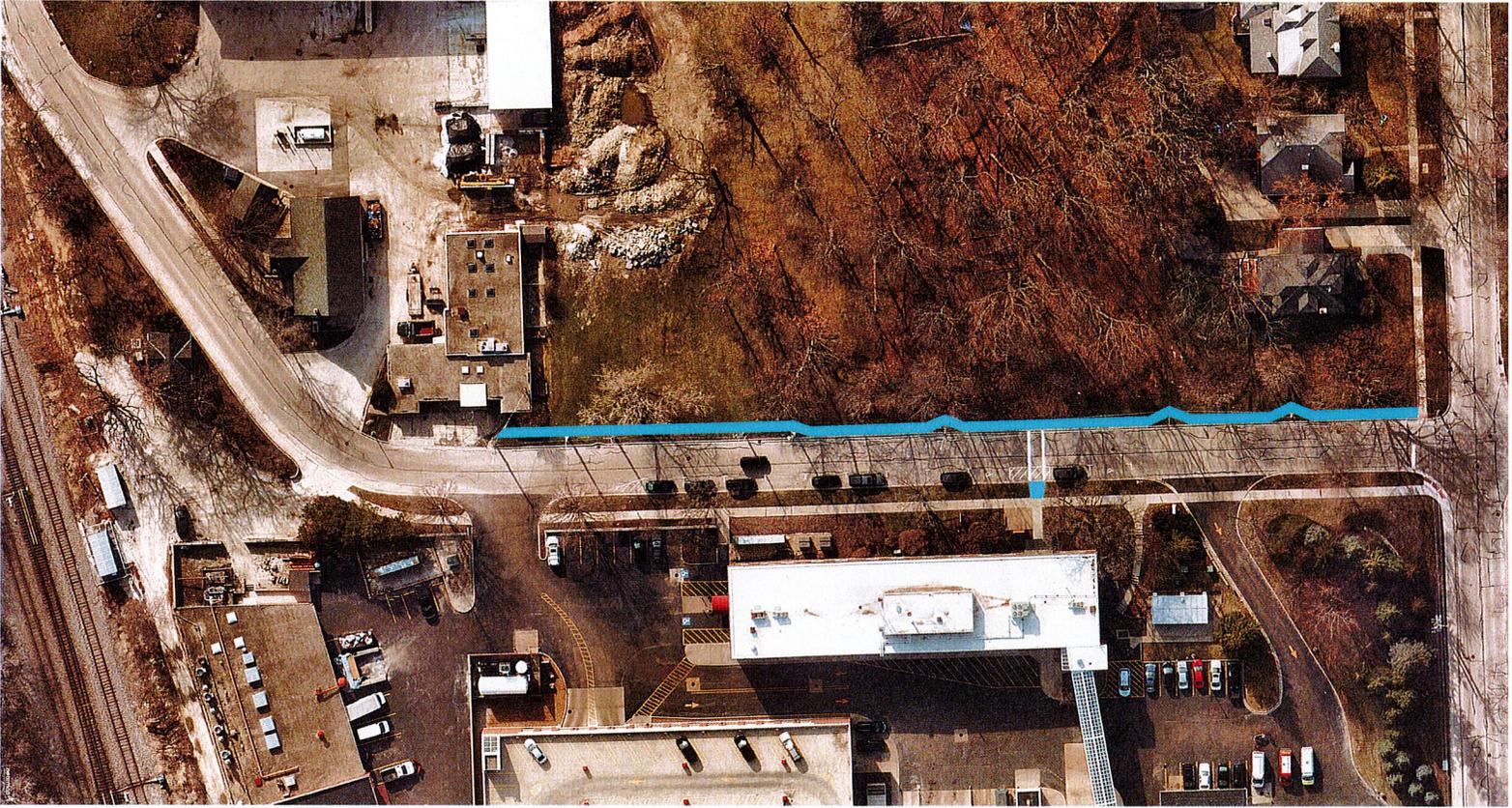
Conceptual Draft and Subject to Change-West Elevation 22 N. Elm Street



Conceptual Draft and Subject to Change-South Elevation 22 N. Elm Street



Conceptual Draft and Subject to Change-North Elevation 22 N. Elm Street





REQUEST FOR BOARD ACTION

Department Name

AGENDA SECTION: Consent Agenda-ZPS

SUBJECT: Parking Permits and the Establishment of a Daily Parking Fee

MEETING DATE: October 4, 2022

FROM: Bradley Bloom, Assistant Village Manager/Dir of Public Safety
Brian King, Chief of Police

Recommended Motion

Approve an Ordinance Amending Various Sections in Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing and Parking) of the Village Code of Hinsdale Relative to Parking

Background

The Village manages four Commuter lots: Village Lot – 168 available spaces

- Highlands
- West Hinsdale
- Chestnut Street Lot

While many sectors of the economy have experienced a recovery from the impact of the pandemic, the demand for commuter parking remains at historic lows as commuter behavior remains changed. Whereas prior to March 2020 the Village’s commuter parking lots were 100% occupied, the utilization of the Village owned commuter lot has not recovered.

Prior to the pandemic, most workers were required to be present in the office 5 days a week. However, many downtown offices now allow for flexibility in schedules with most workplaces demanding a maximum of 3 days in office as compared to the previous 5 days. This has had a quantifiable impact on commuter behavior resulting in a substantial diminishment in the demand for commuter parking.

As a reference point, Metra’s ridership is currently 31% of pre-pandemic levels, with the highest use on Tuesdays (46%), Wednesday’s (45%), and Thursdays (43%). This is consistent with a 3-day work week requirement.

In response to a change in commuter behavior, staff makes the following recommendations:

Commuter Parking				
	Existing Rate	Proposed Rate	Existing Regulation Time/Days	Proposed Effective Date/Time
Village Lot (between Washington and Lincoln)	\$310 for 6 months	\$3.50 daily rate or permit*	6:00 a.m. to 9:15 a.m. Mon thru Fri	6:00 a.m. to 6:00 p.m. Monday thru Sat
Highland (location)	.25 per hour	\$3:00 per day	6:00 a.m. to 5:00 p.m. Mon thru Fri	6:00 a.m. to 6:00 p.m. Monday thru Sat

West Hinsdale (West of Stough)	.25 per hour	\$3:00 per day	6:00 a.m. to 5:00 p.m. Mon thru Fri	6:00 a.m. to 6:00 p.m. Monday thru Sat
Chestnut (north of the tracks adjacent to Chestnut)	.25 per hour	\$3:00 per day	6:00 a.m. to 5:00 p.m. Mon thru Sat	6:00 a.m. to 6:00 p.m. Monday thru Sat
NEW- North of Burlington Train between Garfield and Washington	Red Permit Parking	\$10.00 per day		6:00 a.m. to 6:00 p.m. Monday thru Sat

*Permit cost based upon 22 days per month x 6 months/\$310=\$2.35 per day.

Additional Parking Information

Village Lot (main commuter lot, 168 spaces) current conditions-blue permits are available only to Hinsdale residents. To date the Village has sold 200 blue parking permits. Staff has observed approximately 30 blue permit holders parking in the lot prior to 9:15 a.m. After 9:15 a.m. approximately 50 additional cars park in the lot. Many of the cars parking after 9:15 a.m. belong to merchants and employees working in the downtown area. Many of these cars were previously red permit holders but are now taking advantage of the “free” parking due to reduced commuter parking use,

In addition to the Village Lot, the Village has approximately 180 additional parking spaces that are designated as blue/red (commuter/merchant) parking areas:

- Hinsdale Avenue from Lincoln to Vine Street,
- Parking Deck
- Chicago Avenue between Washington and Garfield
- North side of Post Office Parking Lot-adjacent to train tracks.

Currently, less than 40 commuter spaces are in use.

Highlands, West Hinsdale and Chestnut Lots-these commuter lots serve the Highlands, West Hinsdale and the main train station. The parking permits are available for West Hinsdale and Highlands for purchase and daily parking is available for purchase via a pay box. The daily parking rate is .25 cents per hour. Staff is recommending changing the fee from .25 cents per hour to a flat rate of \$3.00 per day and regulating from 6:00 a.m. to 6:00 p.m. Monday through Saturday to have uniformity amongst all of the Village’s commuter parking lots.

Discussion & Recommendation

The Village staff recommends making the following modifications to the Village Commuter Lots and other parking areas:

1. Remove the Hinsdale resident restriction from the Village Lot. Prior to the pandemic the Village maintained a commuter permit wait list in excess of 100+ residents. To date, the Village is at 25% of prior permit sales. Opening the lot up to non-residents would attract those commuters from area towns who previously had expressed interest due to the favorable schedules of the Hinsdale stations.

2. Continue to offer 6-month Commuter permits for those commuters finding this a cost-effective option.
3. Continue to offer 6-month Merchant permits for those employees/merchants finding this a cost-effective option.
4. Convert the Northside of Main Depot on Burlington Drive (from Garfield to Washington) from Merchant Parking Spaces to Commuter Spaces with a premium cost of \$10 per day due to the desirable location.
5. Provide commuters an option of paying a daily parking fee of \$3.50 per day using the smart phone application called "Pay by Text" in all of the red/blue parking areas in lieu of buying a red/blue permit. This allows commuters and merchants/employees flexibility in addressing their parking needs.
6. Standardize Commuter Lot hours and days that parking is regulated to Monday through Saturday from 6:00 a.m. to 6:00 p.m.
7. Staff recommends converting 56 of the 82 spaces in the Robbins Park Parking lot (adjacent to the tennis courts) currently used as Community House overflow for use by Hinsdale Central Students from 7:00 a.m. to 4:00 p.m. on school days at a cost of \$400 per semester or \$800/yr. The remainder of the parking spaces in the lot would be limited to 4-hour parking to accommodate park and Community House users and deter those students without a parking permit from illegally parking in the lot.
8. Provide for online sales of parking permits.

Budget Impact

Costs related to signage, permit configuration and other start-up fees are estimated to be less than \$15,000.

Village Board and/or Committee Action

The parking changes contained herein were considered by the Board of Trustees as a discussion item at the September 6, 2022 meeting. The Board concurred with staff's recommendations.

At the September 20, 2022 meeting of the Village Board of Trustees staff was asked to consider a reduced version of the blue permit wherein a consumer would be able to park just a couple times a week without paying for five day a week permitting.

The Vender will make a multiple day option available in the pay by text feature.

Documents Attached

1. Parking Ordinance

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTIONS IN TITLE 6 (MOTOR VEHICLES AND TRAFFIC), CHAPTER 6 (STOPPING, STANDING AND PARKING) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO PARKING

WHEREAS, the Village of Hinsdale (the "Village") is a non-home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 7 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village staff, having studied parking patterns within the Village over time, and particularly how the pandemic affected parking, has proposed various changes to the parking provisions in the Village Code of Hinsdale ("Village Code"); and

WHEREAS, the President and Board of Trustees, based on staff's recommendations, have determined that it is in the best interests of the Village and its residents and businesses, to further amend the Village Code to make certain parking-related changes, as set forth below.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

SECTION 1: Recitals. The foregoing recitals are incorporated into Section 1 of this Ordinance by this reference.

SECTION 2: Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing and Parking), Section 5 (Village Permit Parking Lots) of the Village Code of Hinsdale is amended to read in its entirety as follows:

6-6-5: VILLAGE PERMIT AND DAILY FEE PARKING LOTS:

A. Permit Parking Only: The village has designated certain village-owned parking lots and areas as permit and daily fee parking areas. A list of such designated lots shall be maintained by the village clerk and posted on the village website. Permit and daily fee parking shall be in effect in the designated lots during the times indicated in subsection E. Permits for said lots shall be issued to residents, merchants and nonresidents pursuant to applications provided by the village. The parking lots designated in subsection B of this section are designated as permit parking lots. No parking shall be allowed in such lots at the times indicated in subsection B of this section except for vehicles bearing valid parking permit stickers. Permits for said lots shall be issued to residents, merchants, and nonresidents as indicated in subsection B of this section. Such permits shall be issued on a biannual basis for the fees and times indicated in subsection B of this section.

~~—B. Lot Designation; Charges; Permit Color:~~

BIANNUAL CHARGES

Permit Area	Rate			Permit Color
	Resident	Nonresident	Merchant	
Permit Area	Rate			Permit Color
	Resident	Nonresident	Merchant	
Burlington Drive	n/a	n/a	\$180.00	Red
Chestnut Street lot (paybox only) ³	n/a	n/a	n/a	n/a
Chicago Avenue (south side Washington to Garfield)	\$310.00	n/a	180.00	Red/blue
County Line Road (Hillgrove to Walnut as designated)	280.00	n/a	n/a	Brown
Highland Station lot ³	280.00	n/a	n/a	Brown
Hillgrove (south side Oak to County Line) ³	280.00	n/a	n/a	Brown
Hinsdale Avenue (north side Lincoln to Vine)	n/a	n/a	180.00	Red
Hinsdale Avenue (north side Vine to Monroe as designated) ⁴	n/a	n/a	n/a	Purple
Lincoln lot	n/a	n/a	180.00	Yellow
Lincoln Street (west side Chicago to Maple)	310.00	n/a	180.00	Red/blue
Post Circle	310.00	n/a	180.00	Red/blue
Second Street (Washington to Grant as designated)	n/a	n/a	180.00	Red
Symonds Drive (across from post office as designated)	310.00	n/a	180.00	Red/blue

Symonds Drive (Post Circle to Elm as designated) ²	n/a	n/a	n/a	Green
Village lot ²	310.00	n/a	n/a	Blue
Washington lot ¹	n/a	n/a	240.00	Orange
Washington Street (both sides Second to Third)	n/a	n/a	180.00	Red
West Hinsdale ³	280.00	n/a	n/a	Silver

~~Notes:~~

- ~~—1.— In addition to permit parking, a paybox shall also be available. Parking by paybox shall be limited to 6 hours at \$0.25 per hour.~~
- ~~—2.— Village employee parking— no fee.~~
- ~~—3.— In addition to permit parking, a paybox shall also be available. Parking by paybox shall be limited to 12 hours from 6:00 A.M. to 6:00 P.M. at \$0.25 per hour.~~
- ~~—4.— Merchant parking— no fee.~~

~~(Ord. O2011-18, 5-3-2011)~~

CB. Permits:

1. Sales: Permits shall be available for purchase online at the office of the village director of finance. ~~The village manager shall cause suitable permit tags to be issued for each permit. Such tags shall be displayed from the inside rearview mirror of the vehicle, by the permit holder, with the permit number facing toward the front of the vehicle. The permit tag must be displayed at all times when the vehicle is parked in the specified permit area. (Ord., 2-6-1996)~~
- ~~—2.— Employees; Number Of Vehicles: The permit holder may park any vehicle owned by him or her or any of his or her employees; provided, however, that no more than one vehicle for each permit number may be parked in the designated parking lot at any time.~~
- ~~—3.— Renewals: The village may mail permit renewal notices to existing permit holders. Except as otherwise provided herein, renewal permits shall be issued to permit holders who pay the required permit fee on or before the end of the period for which the previous permit was issued.~~
- ~~—42.— Priorities: Permits shall be issued for residents, merchants, and nonresidents based on availability only as indicated in subsection B of this section. Renewal permits shall have priority over new applications. Permit applications shall be maintained in chronological order of the date of receipt of the application by the village. No resident permit shall be automatically renewed for a permit holder who is no longer domiciled within the village's corporate limits, but instead such permit holder shall be added to the waiting list, if any, as of the date of receipt of a new permit application, if any is filed by such permit holder. For purposes of this section, a "merchant" shall be defined as a village~~

~~merchant and his or her employees regardless of whether they are domiciled within the village's corporate limits.~~

53. Transfer Or Assignment: No permit shall be sold, leased, sublet, or otherwise transferred or assigned by the permit holder.

DC. Violations; Revocation Of Permit: No permit holder shall violate any of the provisions of this section or of the regulations applicable to the village permit parking lot for which the permit was issued. In addition to any other fine or penalty applicable under this code, any such violation shall be grounds for the immediate revocation of the permit. No permit shall be issued to or renewed for any permit holder who has three (3) such violations in any six (6) month period. The village reserves the right to revoke any permit at any time, with or without cause. (Ord., 12-4-1990)

ED. Application: Proof of place of employment shall be required for an employee parking permit application.

FE. Village Lot Hours: ~~Permit or daily fee p~~Parking in the designated village lots ~~set forth above~~ shall be enforced between six o'clock (6:00) a.m. and six o'clock (6:00) p.m. Monday through Saturday permitted between from seven o'clock (7:00) A.M. to nine fifteen o'clock (9:15) A.M. Monday through Friday.

~~—G.— Washington Lot Hours: Paybox hours and days of operation will correspond with parking meters.~~

~~—H.— Permit Hours: Unless otherwise specified permits are required from nine o'clock (9:00) A.M. to five o'clock (5:00) P.M. Monday through Friday. (Ord. O2008-54, 10-7-2008)~~

SECTION 3: Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing and Parking), Section 15 (Municipal Parking Lots), of the Hinsdale Village Code, is amended to read in its entirety as follows:

6-6-15: MUNICIPAL VILLAGE PARKING LOTS:

A. Supervision: The municipalvillage parking lots now or hereafter acquired or established by the village shall be under the supervision of the chief of police. (1965 Code, sec. 9-6.01)

B. Use: It shall be unlawful to park any vehicle in any municipalvillage parking lot in violation of any ordinance; or to ~~so~~ park contrary to the rules established by the village president and board of trustees for the use of such or park in any place or manner other than that as designated by the village ~~custodian thereof~~. No commercial or freight carrying vehicle or trailer shall be parked in a village parking lot. (1965 Code, sec. 9-6.02)

C. Continuous Parking Limited in Village On Public Auto Parking Lots: No vehicle shall stand, be stored or parked for a period exceeding twenty four (24) hours continuously, on any public property. (1965 Code, sec. 9-6.03)

D. Overnight Parking in Garfield, Lincoln Or Washington Municipal Village Parking Lots: No vehicle shall be parked in the Garfield, Lincoln or Washington municipalvillage parking lot for a period of time longer than thirty (30) consecutive minutes between the hours of twelve o'clock (12:00) midnight and ~~eight~~six o'clock (~~86~~:00) A.M. of any day, without an overnight parking permit. displaying a current permit affixed to the lower right hand corner (passenger side) on the inside of the glass of the rear window. Permits are available at the village finance department at a monthly cost of two dollars fifty cents (\$2.50). (Ord., 10-16-1979)

SECTION 4: Title 6 (Motor Vehicles and Traffic), Chapter 6 (Stopping, Standing and Parking), Section 16 (Customer/Shopper Only Parking Zones) of the Hinsdale Village Code, is amended to read in its entirety as follows:

6-6-16: CUSTOMER/SHOPPER ONLY PARKING ZONES:

A. Only those persons seeking to purchase merchandise or services within the central business district shall be allowed to park a motor vehicle in customer designated parking locations. The parking of motor vehicles by persons for any other purposes, including for commuter train purposes, is prohibited.

B. There shall be a rebuttable presumption that any person who is an employee of a business in the central business district shall be deemed to be working at his or her place of employment between the hours of nine o'clock (9:00) A.M. to five o'clock (5:00) P.M. Monday through Saturday.

C. ~~Shopper only areas will be clearly designated by signage or notice on the parking meter.~~ The following areas are designated as customer/shopper parking zones:

1. Both sides of Washington Street, between Hinsdale Avenue and First Street.
2. Washington Street parking lot (except for permitted vehicles).

D. Any person in violation of this section shall be subject to a fine of no less than twenty five dollars (\$25.00) for each offense. (Ord. O2008-54, 10-7-2008)

SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 6: Effective Date. This Ordinance shall be in full force and effect following its passage, approval, and publication in the manner provided by law.

PASSED this ____ day of _____ 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2022, and attested to by the Village Clerk this same day.

Thomas K. Cauley, Jr., Village President

ATTEST:

Christine M. Bruton, Village Clerk



REQUEST FOR BOARD ACTION

Police Department

AGENDA SECTION: Consent Agenda – ZPS

SUBJECT: Convert three, two-way yield intersections into two-way stop intersections and revise the two-way stop designation at an existing location

MEETING DATE: October 4, 2022

FROM: Thomas Lillie, Deputy Chief of Police

Recommended Motion

Approve an Ordinance Amending Section 6-12-3 (“Schedule III (B); Two-Way Stop Intersections”) and 6-12-4 (“Schedule IV: Yield Right-Of-Way Streets”) of the Village Code of Hinsdale.

Background

Concerned residents inquired about the conversion of two-way yields to either a multi-stop or two-way stop intersections at three (3) intersections. Staff conducted traffic studies at the intersections and determined that conditions existed which would warrant a conversion from yield to stop signs. Traffic volumes are light at these intersections.

Table 1.

Right-of-Way	Intersected At	5 year Crash Data	Traffic Volumes		MUTCD Warrants
			NB and SB	EB and WB	
Fourth	Bodin	3	N/A	N/A	Site Distance
Stough	Fourth	0	N/A	N/A	Site Distance
Third	Park	1	N/A	N/A	Site Distance

Village code 6-12-3(b); *two-way stop intersection*, currently establishes Hickory as a designated two-way stop intersecting with Bruner at the east and westbound directions. The board approved traffic controls to designate Hickory as a two-way stop at Bruner in 2021.

Due to a residential driveway at the southwest corner of the intersection, public services was unable to install the two-way stop signs on Hickory. Because the traffic numbers are nominal, staff made an engineering judgement call and temporarily installed the two-way stop on the north/south leg of Bruner instead of Hickory. This intersection has been operating without concern since its installation.

			Traffic Volumes		
Right-of-Way	Intersected At	5 year Crash Data	NB and SB	EB and WB	MUTCD Warrants
Hickory	Bruner	N/A	N/A	N/A	Site Distance

Discussion & Recommendation

When considering the addition of traffic control devices and their installation, staff relies on the Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD, under the authority of the U.S. Department of Transportation, lists warrants or requirements that must be met prior to the installation of any traffic controlling device or signage. The Village relies upon the MUTCD as the local authoritative guiding principle for local roadways.

Based upon the findings of staff’s review of the intersections, staff recommends the intersections listed in table one be converted from two-way yield to stop signs. Additionally, staff recommends a revision to the current ordinance; permanently establishing a two-way stop at the north and southbound direction of Bruner Street and Hickory.

Budget Impact

The budget impact will be minimal based on minor equipment and labor costs to install the signs and posts.

Village Board and/or Committee Action

At the September 20, 2022 meeting of the Village Board of Trustees, the following clarification was requested: Stop signs were originally approved by the Village Board for Hickory and Bruner. Due to the placement of a residential driveway, the signs were moved to Bruner. The decision to move these signs was made for purely engineering purposes and does not signal the Village’s intent to move away from MUTCD standards. At Hickory and Bruner the traffic volumes in both directions are so low, that the preference of the right-of-way did not substantially matter.

At Third and Park, we also had some engineering challenges in the placement of the stops signs relative to the driveway. It is different from Hickory and Bruner as Third carries a significantly greater volume of traffic than Park Avenue, therefore, the correct sign placement was determined to be Park Ave.

Documents Attached

1. Draft Ordinance

VILLAGE OF HINSDALE

ORDINANCE NUMBER _____

AN ORDINANCE AMENDING SECTION 6-12-3 ("SCHEDULE III B; TWO-WAY STOP INTERSECTIONS") AND 6-12-4 ("SCHEDULE IV: YIELD RIGHT-OF-WAY STREETS") OF THE VILLAGE CODE OF HINSDALE

WHEREAS, the President and Board of Trustees of the Village of Hinsdale determined it is in the best interest of public safety to convert two-way yield signs into two-way stops at the intersections of Fourth and Bodin, Stough and Fourth, Third and Park and Bruner and Hickory.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties of the State of Illinois, as follows:

SECTION 1: Section 6-12-3 ("Schedule III B: Two-Way Stop Intersections") of the Village Code of Hinsdale is hereby amended by adding thereto:

B.

Bodin	Fourth	North & Southbound
Fourth	Stough	East & Westbound
Park	Third	North & Southbound
Bruner	Hickory	North & Southbound

SECTION 2: Section 6-12-3 ("Schedule III B: Two-Way Stop Intersections") of the Village Code of Hinsdale is hereby amended by removing thereto:

B.

Bruner	Hickory	East & Westbound
--------	---------	------------------

SECTION 3: Section 6-12-4 ("Schedule IV: Yield Right-of-Way Streets") of the Village Code of Hinsdale is hereby amended by removing thereto:

Bodin	Fourth	North & Southbound
Fourth	Stough	East & Westbound
Park	Third	North & Southbound

SECTION 4: Signs. The Public Services Department is hereby authorized and directed to erect the appropriate signs on the above named street in compliance with the guidelines established within the Manual on Uniform Traffic Control Devices.

SECTION 5: Effective Date. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner provided by law and after the erection of the appropriate signs in accordance with Section 2 above.

PASSED this _____ day of _____ 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____ 2022.

Village Clerk

Village President



MEMORANDUM

DATE: September 26, 2022

TO: President Cauley and the Village Board of Trustees

CC: Kathleen A. Gargano, Village Manager

FROM: Robert McGinnis, Community Development Director/Building Commissioner *RM*

RE: **Community Development Department Monthly Report-August 2022**

In the month of August, the department issued 115 permits including 2 new single family homes, 18 residential alterations, 5 commercial alterations, and 2 demolition permits. The department conducted 479 inspections and revenue for the month came in at just over \$91,000.

There are approximately 97 applications in house, including 13 single-family homes and 17 commercial alterations. There are 68 permits ready to issue at this time, plan review turnaround is running approximately 3-4 weeks, and lead times for inspection requests are running approximately 24 hours.

The Engineering Division has continued to work with the department in order to complete site inspections and respond to drainage complaints. In total, 64 engineering inspections were performed in the month of August by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 17 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT August 2022

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEEES	FY TO DATE	TOTAL LAST YEAR TO DATE
New Single Family Homes	2	2			
New Multi Family Homes	0	0			
Residential Addns./Alts.	18	15			
Commercial New	0	0			
Commercial Addns./Alts.	5	8			
Miscellaneous	44	49			
Demolitions	2	3			
Total Building Permits	71	77	\$ 71,656.00	\$889,302.00	\$854,558.00
Total Electrical Permits	20	24	\$ 8,038.00	\$ 67,439.00	\$57,962.00
Total Plumbing Permits	24	24	\$ 11,359.00	\$ 125,450.00	\$118,834.00
TOTALS	115	125	\$ 91,053.00	\$1,082,191.00	\$ 1,031,354.00

Citations			\$0		
Vacant Properties	17				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	282	211			
Plumbing	45	33			
Property Maint./Site Mgmt.	88	73			
Engineering	64	85			
TOTALS	479	402			

REMARKS: